AGREEMENT NO. 77-130

MEDICAL NURSING HOME PARTICIPATION AGREEMENT

As a condition for participation in the Medi-Cal program as a skilled nursing facility, County of Yolo dba/ Yolo General Hospital

170 W. Beamer Street, Woodland, CA 95695 (herein called "Provider") hereby agrees:

BK.

(A) To provide skilled nursing and related care in accordance with the Medi-Cal Regulations (Title 22, Division 3, California Administrative Code) as amended from time to time.

(B) Not to charge a patient or other person for items or services except to the extent permitted by Medi-Cal Regulations.

(C) To advise the State at the time of any change as to the identity of:

(1) each person having (directly or indirectly) an ownership interest of 10 percentum or more in such nursing home,

(2) in case a nursing home is organized as a corporation, of each officer and director of the corporation, and

(3) in case a nursing home is organized as a partnership, of each partner.

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FILED
JUN 17 1977
LAURICE R. KENNON, Clerk
By PFTE E. LUCAS, Deputy

(D) To return promptly any monies incorrectly collected from the State or a Medi-Cal beneficiary, or to make other disposition as may be specified.

(E) Not to refuse to render service on the basis of race, color, religion, ancestry, or national origin.

(F) To submit and follow a plan of correction for all items found not to be in compliance with Medi-Cal Regulations.

(G) The provider will officially advise the State of transfer of title at least 60 days prior to close of escrow.

The Department of Health hereby agrees:

(A) To conditionally certify the above mentioned provider to participate in the Medi-Cal program as a provider of skilled nursing facility services.

(B) To provide an appropriate audit appeals mechanism through which a provider may seek resolution of audit findings which are disputed.

This agreement may be terminated by the Director in accordance with the provisions of Sections 51451, et seq, of the Medi-Cal Regulations.

The provider may terminate this agreement by submitting, at least 30 days in advance of the effective date, a notice in writing to voluntarily withdraw from participation in the program. A provider who voluntarily withdraws from the Medi-Cal program may, at his convenience, request reinstatement to participate by applying to the Director for certification to participate.

The term of your agreement is for a conditional term of 10 full calendar months. Such term shall begin on the 1st day of June, 1977, and terminate at 12:00 o'clock, midnight, on the 31st day of March, 1978. Provided, however, that this agreement will automatically terminate at 12:00 o'clock, midnight, on the 31st day of October, 1977, unless it is determined, on or before the _____ day of September, 1977, that all deficiencies have been satisfactorily corrected within the time-phased period of your plan of correction: or determined that you have made substantial effort and progress within such period in correcting the deficiencies and have resubmitted in writing a plan of correction which has been approved.

Accepted for Director of the
Department of Health:

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Charlene Harrington Ph.D.
Deputy Director for
Licensing and Certification Division

For Provider by:

COUNTY OF YOLO

Name Twyla J. Thompson, Chairman
Board of Supervisors, County of
Yolo, State of Calif.
Title

June 14, 1977
Date

BY:

Name

Title Jack R. Drury, District Administrator
Sacramento District Office
Licensing and Certification Division
Date

Approved as to Form
Dated 6/17/77
County Counsel of Yolo County

STANDARD AGREEMENT — STATE OF CALIFORNIA
STD. 2 REV. 11-74

APPROVED BY THE ATTORNEY GENERAL

Yolo County Agreement No. 77-131

CONTRACTOR
STATE AGENCY
DEPT. OF GEN. SER.
CONTROLLER

THIS AGREEMENT, made and entered into this 22nd day of March, 1977, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Chief, Program Services Br.	Department of Health	76-56463 A-1

hereafter called the State, and

Yolo County Mental Health Services

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

JUL 11 1977
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

1. In that certain agreement between this Department and Yolo County Mental Health Services dated September 29, 1976, and approved on February 24, 1977, by the State Department of Health General Services.

   A. Paragraph 2 shall be amended to read as follows:

   The period of this contract shall be from September 30, 1976 through February 1, 1978.

2. All other terms and provisions of said contract shall remain in full force and effect.

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Approved as to form
Dated 6/17/77
[signature], Deputy
County Counsel of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County Mental Health Services
BY (AUTHORIZED SIGNATURE): [signature]	BY (AUTHORIZED SIGNATURE): [signature]
TITLE: Chief, Program Services Branch	TITLE: Chairman of Board of Supervisors, County of Yolo, State of California
(CONTINUED ON 0 SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: 213 W. Beamer, Woodland, CA 95695

Department of General Services Use ONLY

This Contract Exempt From Department Of General Services Approval Per: SAM 1210

JUL 01 1977

AMOUNT ENCUMBERED	APPROPRIATION ENCUMBERED (DESIGNATE WHERE APPLICABLE)		
$ No change	STATUTES OF 1976 YEAR: Public Health Federal		
ITEM	CHAPTER	SECTION	CODE
		Sec. 109, H & S	809-800-48-00

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: [signature] DATE: 6/23/77

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1210 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF AUTHORIZED OFFICER ACTING ON BEHALF OF AGENCY: [signature] DATE: JUN 28

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

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4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

(11)

OFFICE OF THE COUNTY EXECUTIVE

CONTRACT SUMMARY SHEET

SUBJECT: Amendment to the Primary Prevention 314(d) Project Agreement

COUNTY DEPARTMENT(S) INVOLVED: Mental Health

RECEIVED
JUN - 8 1977
LAURENCE P. HENIGAN, Clerk
By..... Deputy

CONTRACTOR(S): State Department of Health

PURPOSE: To extend the period of the Primary Prevention Grant from September 30, 1976 through February 1, 1978.

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TERM OF CONTRACT: The original grant period commenced on December 1976 and is requested for termination on February 1, 1978.

MONETARY PROVISIONS: The existing grant totals $8,400. The County will receive these funds from the States after a claim has been submitted.

COMMENTS:

The Primary Prevention grant project involves developing a model for a mental health community education program, using the City of Winters as a demonstration site.

DATE: June 7, 1977

YOLO COUNTY AGREEMENT NO. 77-132

The Foundation Health Plan, Inc., a nonprofit corporation organized under the laws of the State of California and hereinafter referred to as "FHP", and the Hospital executing this agreement, which Hospital is organized under the laws of the State of California and is hereinafter referred to as "Hospital", agree as follows:

RECEIVED
JUL - 5 1978
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
JUL - 5 1978
LAURENCE P. HENIGAN, Clerk
By Deborah E. Conley Deputy

PART I

RECITALS, DEFINITIONS AND GENERAL PROVISIONS

A. RECITALS AND DEFINITIONS

1. Authority of FHP to Act - FHP is a California corporation qualified to do business in this State under the Knox-Keene Health Care Service Plan Act of 1975 (California Health & Safety Code Sections 1340 and following). FHP contemplates being qualified as a health maintenance organization under the U.S. Health Maintenance Organization Act of 1973. FHP is a nonprofit, tax-exempt corporate entity.

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2. Hospital Services Required By the FHP - Among the health care services the FHP is obligated to provide to its subscribers are inpatient, outpatient surgery, short stay and emergency hospital services of the type, scope and quality which Hospital is equipped and staffed to provide.

3. Hospital to Provide Services - Hospital is an institution duly licensed by the California Department of Health as an acute care hospital facility and is accredited by the Joint Commission on Accreditation of Hospitals. Hospital desires to provide the services required by FHP on behalf of its subscribers in consideration for the covenants, agreements and promises herein contained.

4. Contracts with Physicians - FHP has entered into agreements with physicians, individually and collectively, practicing in Hospital's service area who may apply for membership on Hospital's professional medical staff to render professional medical services to its subscribers.

5. Plan Physicians - It is intended hereunder that a Plan Physician shall mean a person who holds a license to practice medicine in the State of California and has contracted with FHP to provide health care services.

6. Subscriber - It is intended hereunder that Subscriber shall mean a person who is enrolled in a group health plan of FHP.

7. Written Agreement - The parties hereto desire to enter into this agreement in order to provide a statement of their respective responsibilities in connection with the provision of services by Hospital to Subscribers during the term hereof.

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B. GENERAL PROVISIONS

1. Relationship of Hospital and Plan Physicians - No Plan Physician shall be entitled to admit or treat, or prescribe for patients in Hospital who is not a member in good standing of Hospital's medical staff with privileges to admit and treat as granted in accordance with Hospital's Medical Staff Bylaws/Rules and Regulations and as approved by Hospital's Governing Board.

2. Hospital Privileges of Plan Physicians - Nothing contained in this agreement shall be construed to grant any greater rights to Plan Physicians with respect to the granting and retention of medical staff membership and privileges than are available to any other licensed physician practicing in the hospital. Each Plan Physician shall be expected to participate in staff activities in accordance with the privileges granted to him and the scope of his practice in the hospital.

3. List of Plan Physicians - It is intended hereunder and expressly agreed that FHP shall provide Hospital with a continually updated list of its Plan Physicians. Changes to said list, between printings, will be provided to Hospital by FHP as they occur.

PART II

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SERVICES TO BE PROVIDED

1. In General - Hospital shall provide inpatient, outpatient surgery, short-stay and emergency services to Subscribers as ordered by their Plan Physicians, to the extent Hospital's facilities and capabilities permit.

2. Emergency Services - In the provision of emergency services by Hospital, both parties recognize that the provision thereof, both in the emergency room and for inpatients who require immediate treatment for unexpected conditions, requires the professional care of a physician who is immediately available on or near Hospital premises. Hospital has arranged for the provision of services to all patients of Hospital requiring such services

by a contract with a physician or group of physicians who have agreed to provide required emergency services on an independent contractor basis. Such emergency room treatment shall only be made available when a Subscriber's Plan Physician is not available for the provision of such services.

3. Services Not Covered - A copy of the schedule of benefits of FHP Group Plans has been provided to Hospital. FHP shall have the right to make the determination as to whether or not a particular service is included within said schedule and thereby reimbursable by it to Hospital.

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4. Services Rendered on Basis of Availability of Facility - Admissions of Subscribers to Hospital's facility for care and treatment shall be based upon the severity of medical need, it being understood that a decision as to whether or not a patient requires specific care or services is a professional medical decision to be made by the patient's attending physician in accordance with applicable medical staff rules and regulations. Throughout the term of this agreement and subject to the conditions within the agreement, Hospital shall use its best efforts to provide and/or maintain sufficient facilities, equipment and patient service personnel as well as allied health personnel to meet Hospital's obligation to provide services hereunder. Hospital is a community service organization which has an obligation to supply service to all members of its service area on the basis of need and the availability of facilities. Hospital cannot, therefore, provide any preference to FHP Subscribers but can only provide for their use of such facilities, equipment and personnel as are available at the time treatment and services are requested.

Notwithstanding anything herein contained to the contrary, Hospital shall in no event discriminate against FHP Subscribers in connection with its admission policies or practices.

5. Standard of Care - Hospital will, in rendering services to Subscribers, provide a quality of hospital care meeting accepted hospital and professional standards. Such provision of care will comply with the standards of the Joint Commission of Accreditation of Hospitals, California Medical Association and California Department of Health to the degree necessary to maintain an accredited status.

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6. Consultants, Specialists and Non-Plan Physician Services - Plan Physicians shall have the right to request members of hospital's Medical Staff who are not contracting or hospital-based physicians, to serve as special consultants or to render special medical services to Subscribers as required. Medical services by non-plan physicians will require prior authorization at all times. It is understood that such Medical Staff members shall have no greater responsibility in this regard than is the case with other hospital patients. FHP shall also assume the responsibility of reimbursing such physicians.

PART III

REIMBURSEMENT FOR SERVICES

1. Hospital Services - FHP shall pay to Hospital, and Hospital shall accept from FHP, in full and final satisfaction for all covered services rendered to

Subscribers hereunder by Hospital, fees and charges in the amounts and manner and at the times specified in addenda number one through number three and by reference expressly incorporated herein and made a part hereof. In the event of non-payment by FHP to Hospital for such covered services, Hospital shall have no right to seek patient payment from the patient.

Notwithstanding the above, Hospital may bill the patient for services provided which are not covered by the plan and may bill other parties as expressly provided elsewhere in this agreement.

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2. Utilization Controls - Notwithstanding other provisions herein contained, control of utilization of hospital (and other) services by Subscribers is the responsibility of FHP and its contracting physicians. FHP or its duly authorized professional peer review organization shall have sole and final discretion in all matters related to the determination of "medical necessity" in any given instance, including the criteria therefor. Whenever FHP determines that medical necessity does not exist or that unnecessary services are being ordered, Hospital and FHP shall cooperate in an effort to change the practice patterns of the involved physician(s). FHP reserves the right to revoke a physician's plan membership or to prospectively deny reimbursement to Hospital for specified services ordered by a particular physician. FHP will not deny payment to hospital for covered services on a retrospective basis, nor shall the negative determination of "medical necessity" serve to do so.

PART IV

PAYMENT PROCEDURES

1. Billing to FHP - Except as otherwise provided herein, and excluding co-payments Hospital shall not bill any Subscriber for services rendered hereunder but shall look solely to FHP for such payment.

2. Co-Payments - Hospital shall bill Subscribers for any co-payments for which they are responsible.

3. Discharge Summaries - Hospital shall prepare and submit to FHP in a reasonable period of time after discharge, information regarding a Subscriber who has been discharged from Hospital. Discharge information shall be the type ordinarily prepared by Hospital and provided to patients and third-party payors at the time a bill for service is submitted.

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4. Long-Stay Patients - Hospital, at its option, may submit bills for patients confined in its facilities for more than seven days on a weekly basis.

5. Billing Forms - Hospital shall submit bills for services on UB-16 billing forms. If the combined billing process is not utilized, and Hospital does the billing for the physician, hospital agrees that physician services will be billed on the standard H.I.C. Universal billing form, or others as adopted by FHP.

6. Third-Party Payments - Whenever a Subscriber is eligible to receive any payment for the same services covered hereunder under the State or Federal medical care program or under other contractual or legal entitlements, including but not limited to a private group or indemnification program, FHP shall be

responsible for billing and collection of same. However, in those instances where FHP cannot effectuate collection without direct assistance of Hospital, Hospital shall diligently make all reasonable attempts to collect such payments following its customary collection procedures with respect thereto, provided, however, that nothing contained herein shall be construed to require Hospital to make any payment to a collection agency or to institute legal action to obtain such collections. Hospital shall report all such collections to FHP when received and appropriate adjustment shall be made in the amounts due to Hospital from FHP at such time. Nothing contained herein shall reduce or modify FHP's initial obligation to reimburse Hospital for services rendered to Subscribers as determined in accordance with the billing originally submitted and the time schedule established in the appropriate section noted herein.

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PART V

INSURANCE

1. Hospital's Insurance - Hospital, at its sole cost and expense, shall procure and maintain such policies of comprehensive general liability and other insurance as shall be necessary to insure Hospital and its agents, servants and employees, acting within the scope of their duties, against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any hospital service by Hospital or by such agents, servants or employees and in connection with any other activities performed by Hospital or by such agents, servants or employees pursuant to the terms and conditions of this

agreement; each of such policies shall provide minimum coverage of One Million dollars ($ 1,000,000) in the event of injury or death to one person and Five Million dollars ($ 5,000,000) in the event of injury or death to more than one person as the result of the same incident.

2. FHP Insurance - FHP, at its sole cost and expense, shall procure and maintain such policies of comprehensive general liability and other insurance as shall be necessary to insure FHP and its agents, servants and employees, acting within the scope of their duties, against any claims for personal injury or death occasioned directly or indirectly by FHP or by its agents, servants or employees in connection with the performance of FHP's responsibilities under this agreement, which such policy(ies) shall provide minimum coverage of 300,000 dollars ($ 300,000) in the event of injury or death to one person and 300,000 dollars (5,000,000) in the event of injury or death to more than one person as the result of the same incident.

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3. Evidence of Coverage - Each party shall make a copy of its policies available for review by the other party, upon reasonable notice, and shall give the other at least ten days advance written notice in the event of the cancellation or reduction in coverage of said policies.

4. Hospital Indemnification of FHP - Hospital shall defend and indemnify FHP, its agents, servants and employees against each claim and suit, even though wholly without merit, brought against FHP, its agents, servants or employees, to enforce any liability imposed by law and seeking payment of damages as respects injuries claimed to arise out of services rendered hereunder by Hospital, its agents, servants or employees, including, but not limited to, any claim or

suit based upon Hospital's malpractice, error, negligence or mistake, loss of service or property damage. Hospital's indemnity does not extend to acts of a Plan Physician in the provision of his services to Subscribers except to the extent he is, and is serving as, a hospital-based or hospital-contracted physician.

5. FHP Indemnification of Hospital - FHP shall defend and indemnify Hospital, its officers, agents, servants and employees against each claim and suit, even though wholly without merit, brought against Hospital, its officers, agents, servants or employees, to enforce any liability imposed by law and seeking payment of damages as respects injuries claimed to arise out of service rendered hereunder by FHP, its officers, agents, servants or employees, including, but not limited to, any claim or suit based upon its failure to perform its contractual responsibilities or its error, negligence or mistake.

PART VI

ARBITRATION

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1. Arbitration of Professional Liability Claims - In the event of a claim of professional liability against Hospital, its agents, servants or employees Hospital agrees to submit said dispute to arbitration in accordance with the enrollment agreements between FHP and its subscribers, an example of which is attached as an exhibit hereto.

2. Arbitration of All Other Disputes - Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may

be entered in any court having jurisdiction thereof. Any fees or costs of such arbitration shall be shared equally by the parties unless otherwise assessed by the arbitrator. Any administrative fee required shall be advanced by the party initiating the arbitration, subject to final apportionment by the arbitrators in their award. Subscribers shall have no right to independently initiate arbitration under the provisions of this paragraph; provided, however, that FHP may, in any proper circumstances, initiate arbitration as the representative of any Subscribers.

PART VII

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INDEPENDENT CONTRACTORS

1. Parties are Independent Contractors - In the performance of the work, duties and obligations devolving upon each of the parties hereto and in regard to any services rendered or performed for the benefit of Subscribers by either party, each party, its agents, servants, and employees are at all times acting and performing as independent contractors and that neither party shall have or exercise any control or direction over the method by which the other party shall perform such work or render or perform such services and functions, except that Hospital expressly agrees to perform its work and functions at all times in accordance with currently approved Hospital standards, each party agreeing that the sole interest of each party is to assure that the work, services and function of the other party shall be performed and rendered in a competent, efficient and satisfactory manner.

2. Parties are Not Agents, Servants, Employees, or Joint Venturers of Each Other - No work, act, commission, or omission of either party, its

agents, servants or employees, pursuant to the terms and conditions of this agreement shall be construed to make or render either party, its agents, servants, or employees, an agent, servant, or employee of, or joint venturer with, the other.

PART VIII

HOSPITAL MEDICAL RECORDS, CONFIDENTIALITY & RELATIONSHIP OF STATE & FEDERAL LAWS & REGULATIONS

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1. Applicability of State & Federal Laws & Regulations - This agreement shall be governed and construed in accordance with the laws of the State of California. Any provision of this agreement which is in conflict with, or does not conform to, Federal or State statutes or regulations is hereby amended to conform to the requirements of such statutes and regulations as now or hereafter existing. There is hereby incorporated herein, and by this reference, made a part hereof, those provisions of Federal law contained in Section 300e, 1 (5) of Title 42, USCA, and those provisions of the Regulations of the State of California contained in Section 1300.67.8 of Title 10 of the California Administrative Code, and the parties agree to be bound by said provisions, copies of which are attached as exhibits hereto.

2. Records to be Kept - Hospital shall maintain for each Subscriber receiving hospital services pursuant to this agreement, a single standard hospital medical record in such form and containing such information as are required by the rules and regulations of the California Department of Health, the Federal Medicare Program and the Joint Commission on Accreditation of Hospitals.

3. Records are Property of Hospital - The medical records referred to in this PART shall be and remain the property of Hospital and shall not be removed or transferred from Hospital except in accordance with general Hospital policies, rules and regulations relating thereto; provided, however, that in accordance with Section 4 below (Confidentiality of Medical Records), FHP shall have the right to inspect, review and make copies of such records upon request.

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4. Confidentiality of Medical Records - (a) Hospital agrees to maintain the confidentiality of information contained in the medical records of Subscribers; and, except for the dissemination of such records to other authorized providers, to Hospital's in-house medical staff morbidity, mortality, tissue, utilization, disciplinary, and other review committees, to governmental authorities or to FHP itself, not to disclose such information except with the consent of the Subscriber, or in accordance with Section 5 below (Release of Medical Records to Government Agencies or Pursuant to Legal Process). This section shall not be construed to prevent Hospital from releasing statistical information which is taken from or based on such records to organizations or individuals taking part in experimental or other programs if no identification of such information with a particular Subscriber is made. (b) FHP warrants that it has obtained release from its Subscribers in the form attached as exhibit A, authorizing FHP to review their medical records and shall hold Hospital harmless from any liability in connection therewith.

5. Release of Medical Records to Government Agencies or Pursuant to Legal Process - Notwithstanding the provisions of Section 4 above, (Confidentiality of Medical Records), Hospital shall be authorized to release any Subscriber's medical record to official governmental agencies or pursuant to discovery procedures provided for by California law, in accordance with Hospital's existing policies, rules and regulations with respect thereto. In the event a subpoena or other compulsory legal process for discovery of a Subscriber's medical records is served on Hospital and no consent of such Subscriber to the release of such records has been given, Hospital shall immediately notify FHP. It is understood that regardless of action by FHP or the Subscriber, the decision as to compliance with said discovery process or the initiation of protective legal action with respect to the records sought to be discovered shall be made by the Hospital Administrator, acting in accordance with applicable provisions of law and pursuant to Hospital's usual and customary practices with respect to release of patient records under such circumstances.

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PART IX

PATIENT RIGHTS

1. Patient Privacy - Hospital warrants that the existing examination, treatment and inpatient room areas in Hospital's facilities are designed and furnished in a manner that facilitates maintenance of the patient's privacy and, insofar as possible, shields him from the view of others. Hospital agrees to maintain such conditions during the entire term of this agreement.

2. Equal Treatment - Hospital warrants that Subscribers shall, at all times they are receiving treatment and services at Hospital, be entitled

to the same level and scope of care accorded to all other Hospital patients and shall in no event be discriminated against in the provision of such care and services.

3. Manner of Performance of Services - Hospital warrants that all hospital services shall be performed for Subscribers in a manner which is humane, dignified, and personal.

4. Research - Hospital warrants that no clinical investigations, experiments, or research on Subscribers (except such investigation or research which consists of statistical analyses of patient records and treatment, or other use of such records which does not involve the dissemination of information identifying the particular patient concerned) shall be initiated or performed without prior notification to FHP and the written and informed consent of the Subscriber requested to participate in the research, experiment or investigation.

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PART X

AUDIT RIGHTS

1. FHP May Conduct Audits - FHP shall have the right to conduct, or have conducted by a third party (subject to approval by Hospital, which shall not be unreasonably withheld), from time to time, medical audits and evaluations of Hospital's records and facilities with respect to Subscribers. In regard to such evaluations, records and papers as well as any and all patient's medical files maintained by Hospital with respect to such Subscribers,

shall be subject to inspection during reasonable office hours by FHP or a duly authorized and approved third party representative. Costs of such audits shall be borne by FHP. In conducting any medical audit, FHP shall not be entitled to examine Hospital medical records of Hospital patients who are not Subscribers.

2. Hospital May Conduct Financial Audits - Hospital, through the Sac/Sierra Hospital Association, may audit the financial records of FHP, either directly or through a third party (subject to approval by FHP, which shall not be unreasonably withheld), from time to time. Costs of such audits shall be borne by Hospital or said Association.

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PART XI

AMENDMENTS AND WAIVERS

1. Amendments - This agreement and any addendum hereto may not be amended except by an instrument in writing, duly executed by both of the parties hereto.

2. Waivers - No obligation under this agreement or an addendum hereto may be waived by any party hereto except by an instrument in writing, duly executed by the party waiving such obligation.

PART XII

ADVERTISING

1. Advertising - Hospital agrees that its name and facility information may be advertised by FHP in conjunction with all other similar Hospitals.

Should an advertisement by FHP relate to Hospital only, the advertisement must be submitted in advance of publication to Hospital. Should Hospital terminate this agreement with FHP, all rights to advertise are rescinded coincidentally with the effective date of the termination.

PART XIII

RELATIONSHIP TO SUBSCRIBERS

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1. No Notice to Subscribers Required - This agreement is made in contemplation of the provision of hospital services to Subscribers eligible to receive such services provided hereunder. However, FHP and Hospital reserve the right to amend this Agreement or any of the provisions hereof, or to waive any rights granted to either party hereunder by mutual agreement, or to terminate (by mutual agreement) the Agreement in any manner provided for in any PART or Section hereof, without notice to or consent of any Subscriber, and nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to increase the rights of any Subscriber or the duties or responsibilities of Hospital or FHP, as compared to the rights, duties, and responsibilities of the parties with respect to such Subscribers as would or might exist in the absence of this Agreement.

2. FHP to Assume Responsibility for Informing Subscriber With Respect to Changes in Enrollment Agreements - FHP shall inform its Subscribers of changes in its enrollment Agreement, and will promptly provide Hospital with copies of all such notifications.

3. Subscriber Terminations - FHP shall promptly inform Hospital as to Subscriber terminations as follows:

(a) Inpatient: The CHAP Coordinator will provide such information to Hospital routinely as a part of the admission certification (CHAP) process.

(b) Emergency room and outpatients: Hospital may, at its option, verify the patient's status with the CHAP Coordinator, or by other means as mutually established by FHP and Hospital.

PART XIV

INTERRUPTIONS

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1. Cause Beyond Control of Hospital - In the event the operations of Hospital's facilities, or any substantial portion thereof, are interrupted by war, fire, insurrection, labor troubles, riots, the elements, earthquakes, acts of God, or, without limiting the foregoing, any other cause beyond the control of Hospital, the provisions of this Agreement (or such portions hereof which Hospital is thereby rendered incapable of performing) shall be suspended during such period of interruption and Hospital shall be relieved of its obligations with respect to this Agreement (or such suspended portions hereof) for the duration of such interruption. Nothing contained herein shall be construed to limit or reduce FHP's obligation to pay Hospital for services rendered to Subscribers pursuant to this Agreement while it is in force. Should a substantial part of the services which Hospital has agreed to provide hereunder be interrupted pursuant to such event for a period

in excess of thirty (30) days, FHP shall have the right to terminate this Agreement upon ten (10) days prior written notice to Hospital.

2. Hospital Retains Right to Alter Facilities or Services - Hospital shall retain the right, at its sole discretion, as exercised in accordance with the decisions of its Governing Board, to alter, enlarge, reconstruct, modify, or shut down all or any part of its facilities, provided, however, that written notice of any action described herein, which would materially affect the services available to Subscribers hereunder, shall be given to FHP at least thirty (30) days (or reasonable notice under the circumstances) prior to implementation, and FHP shall have the right to terminate this Agreement upon fifteen (15) days written notice given at any time within said thirty (30) days notice period.

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PART XV

TERM, TERMINATION & EFFECT OF TERMINATION

1. Term - The term of this Agreement shall be one year, commencing on the effective date set forth on the signature page hereof, but Hospital shall not be required to provide services hereunder until FHP is certified as an HMO. Said term shall continue at the expiration of said one year period for an indefinite term, but can be terminated by either party at any time at or after the expiration of said initial one year period, provided that written notice of such termination is given by the terminating party to the other party at least ninety (90) days prior to the effective date of such termination.

2. Termination or Failure to Agree Upon Fees & Charges - Notwithstanding anything herein contained to the contrary, Hospital fees and charges to Subscribers for inpatient, outpatient and emergency room services specified in Addendum Numbers One through Number Three shall remain constant during each one year period of the term of this contract, subject to annual increases for services as specified in said Addendum Numbers One, Two and Three. The parties shall agree upon a new schedule of such fees and charges each year during the term of this Agreement. Should the parties be unable to agree upon the next year's schedules of fees and charges by the expiration of any given year during the term of this contract, this contract shall terminate at the end of said contract year.

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3. Termination by Department of Health, Education and Welfare - If the qualification of FHP as a health maintenance organization under the U.S. Health Maintenance Organization Act of 1973 is terminated or ceases for any reason, FHP will give Hospital immediate written notice of that fact and this Agreement will terminate in accordance with the terms hereof and the applicable governmental regulations involved.

4. Effect of Termination - As of the date of termination pursuant to any provision of this Agreement, this Agreement shall be of no further force nor effect whatsoever, and each of the parties shall be relieved and discharged herefrom, except that:

(a) FHP shall remain liable for all care and services rendered to Subscribers up to the date of termination and for any services rendered after such date until such time as:

(i) appropriate transfer (or other medically acceptable disposition) of Subscribers receiving inpatient services at the date of termination is achieved; or

(ii) an alternative source of payment for such services, acceptable to Hospital, has been found.

(b) Each party shall remain liable for any obligations or liabilities otherwise incurred by such party or its agents, servants, or employees during the period (including any period covered in Paragraph (a) above) this Agreement shall have been in effect.

(c) Each party shall be responsible for the costs of completing any arbitration proceedings initiated pursuant to PART VI hereof, including requests for such arbitration which may be initiated with respect to determinations of disputes arising between the parties before or after the effective date of termination.

Micro Fiched

PART XVI

NOTICES

1. Notices to be in Writing -- How Delivered - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may either be personally delivered or sent by registered or certified mail in the United States Postal Service, return receipt requested, postage prepaid, addressed to each party at the addresses which follow:

Hospital Address -

ATTN: BERT P. CHAGNON

Administrator

YOLO GENERAL HOSPITAL Hospital

170 West Beamer Street

Woodland, California 95695

FHP Address -

ATTN: L. ARNO LETNEIKS, M.D. PRESIDENT

President

Foundation Health Plan

650 University Avenue

Sacramento, CA 95825

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PART XVII

CIVIL RIGHTS

1. Non-Discrimination - Hospital warrants that it has established and implemented a policy of non-discrimination in hiring and employment practices. Hospital agrees that in the performance of the Agreement it shall not discriminate against any employee or applicant for employment on account of race, sex, color, religion, ancestry, age 40-64, or national origin.

2. Agreement Does Not Require "Affirmative Action" Program - Nothing contained in "Non-Discrimination" or in any other provision of this Agreement shall

be construed to require Hospital to institute an "Affirmative Action" or other remedial employment program, regardless of any contract, agreement, covenant, or condition required by any governmental agency with which FHP has entered into an agreement, subsidy arrangement, or other relationship.

PART XVIII

ASSIGNMENTS

1. Non-Assignability - This Agreement shall not be assigned by either party without the prior express written consent of the other party which shall not be unreasonably withheld.

2. Binding on Successors in Interest - The provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

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PART IXX

SEPARABILITY

1. In General - In the event any provision of this Agreement is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, by any regulation duly promulgated by the United States or the State of California in accordance with law or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall, subject to "Limitation" below, remain in full force and effect.

2. Limitation - In the event the removal of the provision rendered invalid or unenforceable or declared null and void has the effect of materially altering the obligations of either party in such manner as to: (a) cause serious financial hardship to such party; or (b) cause such party to act in violation of its corporate Articles or By-laws, the party so affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.

3. Amendments to Avoid Termination - If the provisions of "Limitation" are invoked, the party who invokes them shall make all reasonable efforts, if so requested by the other party, to negotiate amendments to this Agreement which will abrogate the effect of such statute, regulation, or judicial decision.

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PART XX

APPEALS AND GRIEVANCES

1. Appeals and Grievances - It is understood that the Hospital and its Medical Staff may have complaints, concerns, and/or differences, which may arise as a provider for the Plan. These complaints, concerns and/or differences may be channeled through the following mechanism(s) as may be determined appropriate by the nature or material of the problem:

   (a) The Hospital Affairs Committee;

   (b) The CHAP review and appeals process;

   (c) The MCF Peer Review appeals process;

   (d) The FHP Grievance Procedure.

The procedures for each mechanism named above are attached hereto as Exhibit 3.

PART XXI

MISCELLANEOUS

1. Conformance with Law - Each party agrees to carry out all activities undertaken by it pursuant to this Agreement in conformance with all federal, state and local laws, rules, and regulations applicable thereto.

2. Liaison - Each party agrees to use its best efforts in the implementation of this Agreement to establish and use channels of communication with the other party to maintain effective liaison with each other to the end that the provisions of this Agreement may be carried out in the most efficient manner possible.

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3. FHP Administration - Hospital shall have no responsibility with respect to administrative, enrollment, and other functions appropriate to the administration of FHP's business activities except as otherwise specifically herein set forth.

4. Time of the Essence - Time shall be of the essence of each and every term, covenant, and condition of this Agreement.

5. Non-Waiver, Breach - No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Agreement shall be waived

except by the express written agreement of the parties hereto given in accordance with the provisions of Part XI hereof and forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply, and, until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding any such forbearance or indulgence.

6. Entire Agreement - This Agreement (together with any Attachments and/or Appendices) contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect.

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7. Choice of Law - This Agreement shall be governed by and construed in accordance with the laws of the State of California.

PART XXII

EXECUTION

1. Duplicate Originals - This Agreement shall be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on JAN 1 - 1978, the term thereof to be effective commencing on JAN 1 - 1978.

FHP

By X _____
(Title)

Hospital

By Temple J Thompson Chairman
(Title)
Board of Supervisors, County of Yolo, State of California.

Approved as to Form
Dated 6/17/77
County Counsel of Yolo County

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ADDENDUM NUMBER ONE

HOSPITAL INPATIENT SERVICES REIMBURSEMENT

1. This is Addendum Number One to the agreement between FHP and YOLO GENERAL HOSPITAL Hospital of JAN 1 - 1978 (date) and is an integral part of said agreement.

2. There is appended hereto a complete and detailed list of fees and charges in effect at the time of the execution of this agreement for hospital services provided to all of Hospital's patients. So much of said list as relates to inpatient hospital services is hereby incorporated herein and by this reference made a part hereof. With respect to Subscribers only, Hospital hereby guarantees that said fees and charges will not be increased during the initial one-year term of this contract by more than 10% on a composite of the entire list or schedule basis. Hospital agrees that any increase within said 10% limitation will not cause fees and charges for hospital inpatient services to be any higher to Subscribers than to all other hospital patients.

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However, it is understood that Hospital retains the right to establish its fees and charges at whatever level it deems necessary and appropriate. In the event a price adjustment, during the contract year, causes fees and charges to Subscribers to be more than the composite 10% indicated above, Hospital will bill at the rates established for all patients but agrees to adjust payments from FHP for billings with respect to Subscribers to the agreed-upon maximum.

3. Hospital shall submit bills for services on UB-16 billing forms, or other forms which are acceptable to FHP, in accordance with the provisions of the

agreement to which this addendum is attached. Upon receipt of an approved billing form, FHP shall process the same as follows:

A. If the billing form is accurately and adequately completed, 100% of the total billed amount, adjusted if necessary, in accordance with Section 2 above, will be paid within 30 days of receipt by FHP.

B. If, in the review process, FHP disputes the billing for any reason, it shall promptly seek to resolve the dispute with Hospital, and:

(1) If the dispute is resolved within 60 days of receipt of the billing by FHP, the full balance agreed to be owing shall be paid immediately upon resolution of the dispute.

(2) If the dispute is not resolved within said 60 days, FHP will then pay 90% of the total billed amount, on account thereof, provided resolution of the dispute has not been unreasonably delayed by Hospital. In any event, any additional balance agreed to be due shall be paid immediately upon resolution of the dispute.

Micro Fiched

4. Should hospital continually fail to file approved billing forms, FHP reserves the right to discontinue the cash advance program.

ADDENDUM NUMBER TWO

HOSPITAL OUTPATIENT SERVICES REIMBURSEMENT

1. This is Addendum Number Two to the agreement between FHP and YOLO GENERAL HOSPITAL Hospital of JAN 1 - 1978 (date) and is an integral part of said agreement.

2. There is appended hereto a complete and detailed list of fees and charges in effect at the time of the execution of this agreement for outpatient hospital services provided to all of hospital's patients. So much of said list as relates to outpatient hospital services is hereby incorporated herein and by this reference made a part hereof. With respect to Subscribers only, Hospital hereby guarantees that said fees and charges will not be increased during the initial one-year term of this contract by more than 10% on a composite of the entire list or schedule basis. Hospital agrees that any increase within said 10% limitation will not cause fees and charges for hospital outpatient services to be any higher to Subscribers than to all other hospital patients.

Micro Fiched

However, it is understood that Hospital retains the right to establish its fees and charges at whatever level it deems necessary and appropriate. In the event a price adjustment, during the contract year, causes fees and charges to Subscribers to be more than the composite 10% indicated above, Hospital will bill at the rates established for all patients but agrees to adjust payments from FHP for billings with respect to Subscribers to the agreed-upon maximum.

3. It is understood by both parties that the FHP will contract with non-Hospital physicians and physician organizations to provide similar services within the

general community. These outpatient services performed in a non-Hospital setting will be negotiated within the RVS reimbursement mode and be subject to professional review and may be lower than Hospital's rates referred to in Section 2 above.

4. Hospital shall provide services with respect to outpatient emergency care and outpatient surgical treatment, and FHP shall make payment to Hospital for same in accordance with the terms of Section 2 above.

5. Hospital and FHP, with regard to all other outpatient services provided by Hospital, shall agree by individual service as follows:

   A. Hospital rates as set forth in the exhibit attached hereto shall apply.

   B. FHP rates as set forth in the exhibit attached hereto shall apply.

   C. Hospital shall not be a provider of the specified service under the Plan.

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A listing of services, indicating the appropriate determination for each per A, B, or C above, shall be attached as an exhibit hereto. Hospital must have the prior authorization of FHP in order to receive payment under the Plan for any service for which it has elected to be classified as a non-provider, it being understood that said authorization will include approval for payment at hospital rates.

6. Hospital shall submit bills for services on UB-16 billing forms, or other forms which are acceptable to FHP, in accordance with the provisions of the agreement to which this addendum is attached. Upon receipt of an approved billing form, FHP shall process the same as follows:

A. If the billing form is accurately and adequately completed, 100% of the total billed amount, adjusted if necessary, in accordance with Section 2 above, will be paid within 30 days of receipt by FHP.

B. If, in the review process, FHP disputes the billing for any reason, it shall promptly seek to resolve the dispute with Hospital, and:

(1) If the dispute is resolved within 60 days of receipt of the billing by FHP, the full balance agreed to be owing shall be paid immediately upon resolution of the dispute.

(2) If the dispute is not resolved within said 60 days, FHP will then pay 90% of the total billed amount, on account thereof, provided resolution of the dispute has not been unreasonably delayed by Hospital. In any event, any additional balance agreed to be due shall be paid immediately upon resolution of the dispute.

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7. Should hospital continually fail to file approved billing forms, FHP reserves the right to discontinue the cash advance program.

ADDENDUM NUMBER THREE

EMERGENCY ROOM PROFESSIONAL COMPONENT & HOSPITAL CHARGES

1. This is Addendum Number Three to the agreement between FHP and YOLO GENERAL HOSPITAL Hospital of JAN 1 - 1978 (date) and is an integral part of said agreement.

2. Except in cases of bona fide emergency and urgent cases, in any instance of required hospital services to a Subscriber, Hospital shall make a reasonable effort to contact the patient's Plan Physician or the FHP directly, prior to causing the rendition of care to such patient, as follows:

   A. Place call to patient's Plan Physician or his exchange. If physician cannot be reached, call FHP directly.

   B. Allow 10 minutes for response.

   C. If no response, place second call to FHP.

   D. Allow 10 minutes for FHP to respond with instructions to proceed with one of the following three alternatives:

      1) Have E.R. Physician treat the patient.

      2) Have patient go to a designated location for treatment, if appropriate, after agreement through E.R. Physician to FHP Physician direct communication.

      3) Have patient wait for treatment until a Plan Physician arrives at Hospital Emergency Room. Said Plan Physician must be a member of Hospital's Medical Staff with appropriate privileges to treat.

   E. If no response from FHP within the 10 minutes, the Emergency Room Physician may proceed with treatment.

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3. FHP will be responsible for advising Hospital as to what methodology will be used to readily identify the patient's Plan Physician and during what hours it will be necessary for Hospital to communicate directly with FHP prior to causing the rendition of care to Subscriber by Hospital's Emergency Room Physician.

4. Hospital, in the absence of definitive instructions from FHP within the time-table indicated in "2" above or during hours other than those designated for direct communication with FHP, may request its Emergency Room Physician to proceed with treatment of the Subscriber and FHP will pay for such services as though they were provided in an emergency or urgent case.

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5. There is appended hereto a complete and detailed list of fees and charges in effect at the time of the execution of this agreement for outpatient hospital services provided to all of hospital's patients. So much of said list as relates to emergency room services is hereby incorporated herein and by this reference made a part hereof. With respect to Subscribers only, Hosipital hereby guarantees that said fees and charges will not be increased during the initial one-year term of this contract by more than 10% on a composite of the entire list or schedule basis. Hospital agrees that any increase within said 10% limitation will not cause fees and charges for hospital emergency room services to be any higher to Subscribers than to all other hospital patients.

However, it is understood that Hospital retains the right to establish its fees and charges at whatever level it deems necessary and appropriate. In the event a price adjustment, during the contract year, causes fees and

charges to Subscribers to be more than the composite 10% indicated above, Hospital will bill at the rates established for all patients but agrees to adjust payments from FHP for billings with respect to Subscribers to the agreed-upon maximum.

6. Hospital shall submit bills for services on UB-16 billing forms, or other forms which are acceptable to FHP, in accordance with the provisions of the agreement to which this addendum is attached. Upon receipt of an approved billing form, FHP shall process the same as follows:

Micro Fiched

A. If the billing form is accurately and adequately completed, 100% of the total billed amount, adjusted if necessary, in accordance with Section 5 above, will be paid within 30 days of receipt by FHP.

B. If, in the review process, FHP disputes the billing for any reason, it shall promptly seek to resolve the dispute with Hospital, and:

(1) If the dispute is resolved within 60 days of receipt of the billing by FHP, the full balance agreed to be owing shall be paid immediately upon resolution of the dispute.

(2) If the dispute is not resolved within said 60 days, FHP will then pay 90% of the total billed amount, on account thereof, provided resolution of the dispute has not been unreasonably delayed by Hospital. In any event, any additional balance agreed to be due shall be paid immediately upon resolution of the dispute.

7. Should hospital continually fail to file approved billing forms, FHP reserves the right to discontinue the cash advance program.

8. Fees and charges for Emergency Room treatment rendered by Plan Physicians and non-plan Physicians shall be billed directly to FHP by the Physician.

9. Payment for Emergency Room care performed by Plan physicians and non-Plan Physicians shall be made by FHP to the Physician according to a fee schedule for professional services which shall be provided to the Physician directly by the FHP.

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OUTPATIENT SERVICES other than emergency care & outpatient surgery)	FHP RATES	HOSPITAL RATES	HOSPITAL NON-PROVIDER
OUTPATIENT CLINIC: 80¢ conversion factor on the 1969 CMA RVS for medicine. and Laboratory RADIOLOGY FEE SCHEDULES ATTACHED. [illegible]			

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YOLO GENERAL HOSPITAL

RADIOLOGY FEE SCHEDULE

LOWER EXTREMITIES Con't

RVS #		VIEWS	CHARGES	TECH.	PROF.	UNIT VALU
73630	Foot, complete	3	25.20	16.80	8.40	9.(
73640	Foot & Ankle	5	43.50	29.00	14.50	9.4
73650	Os Calcis	2	20.00	13.35	6.65	4.4
73660	Toes	3	16.20	10.80	5.40	3.(

(9) MISCELLANEOUS STUDIES

76000	Fluoro (independent process)		13.50	9.00	4.50	2.(
76020	Bone Age Studies	2	27.00	18.00	9.00	6.(
76040	Bone Length Studies		45.00	30.00	15.00	10.(
76060	Bone Survey (lng. Bone)	4	68.40	45.60	22.80	15.
76080	Fistula or Sinus inc. inj.		54.00	36.00	18.00	12.(
76090	Mammography, unilateral	2	39.60	26.40	13.20	8.(
76091	Mammography, bilateral	4	59.40	39.60	19.80	13.
76100	Body Section, radiography	1	59.40	39.60	19.80	
33220 - 22	Placing of Pacemaker		1.00 per fluoro min.			
76001 - 22	$30.00 per ½ hr. Extended room service					

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(10) VASCULAR SYSTEM

	Aortography, Thor & Lum		75.00	50.00	25.00	
	Including lower extremities		113.00	75.00	38.00	
	Angiography, ext., unilateral		50.35	33.60	16.75	
75800	Lymphangiography		135.00	90.00	45.00	30.
75810	Splenoportography	B.R.	72.00	48.00	24.00	
75820	Venography		72.00	48.00	24.00	24.(
99066	Bedside Fee-Surg. Portable		11.00	11.00		2.
99065	Call Back		10.00	10.00		2.(

TRAYS

Myelogram	10.50
Brochogram	10.50
Cath Tray	10.50
Sisp Tray & Foley	10.50

YOLO GENERAL HOSPITAL

RADIOLOGY FEE SCHEDULE

(8) UPPER EXTREMITIES

RVS #		VIEWS	CHARGES	TECH.	PROF.	UNIT VALUE
73000	Clavicle	2	21.60	14.40	7.20	4.
73010	Scapula	2	27.00	18.00	9.00	6.
73020	Shoulder	1	18.00	12.00	6.00	4.
73030	Shoulder, complete	2-3	27.00	18.00	9.00	8.
73050	A/C Joints	2-4	31.50	21.00	10.50	7.
73060	Humerus, inc. 1 joint w or w/o wts.	2	21.60	14.40	7.20	4.
73070	Elbow, AP and Lateral	2	21.60	14.40	7.20	4.
73080	Complete	4	27.00	18.00	9.00	6.
73090	Forearm, including 1 joint	2	21.60	14.40	7.20	4.
73100	Wrist, AP and Lateral	2	18.00	12.00	6.00	4.
73110	Wrist, Complete	3	27.00	18.00	9.00	6.
73120	Hand	2	18.00	12.00	6.00	4.
73130	Complete	3	27.00	18.00	9.00	6.
73140	Fingers	3	16.20	10.80	5.40	3.

LOWER EXTREMITIES

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73500	Hip	1	22.50	15.00	7.50	7.
73510	Hip, complete	2	31.50	21.00	10.50	9.
73520	Bilateral, complete Including pelvis	4	43.50	29.00	14.50	19.
73530	During Oper. Procedure	4	72.00	48.00	24.00	16.
73532	Additional Views (after 4)		13.50	13.50		3.
73540	Hips & Pelvis, AP & Frog	2	28.80	19.20	9.60	16.
73550	Femur including 1 joint	2	27.00	18.00	9.00	6.
73560	Knee	2	19.80	13.20	6.60	4.
73570	Knee, Complete	3	28.80	19.20	9.60	6.
73580	Knee Arthrograms	10	72.00	48.00	24.00	10.
27370	Injection, Add.		21.00			
73590	Tibia & Fibula, Inc. 1 joint	2	21.60	14.50	7.10	4.
73600	Ankle	2	20.00	13.35	6.65	4.
73610	Ankle, complete	3	27.00	18.00	9.00	9.
73620	Foot	2	18.00	12.00	6.00	4.

YOLO GENERAL HOSPITAL

RADIOLOGY FEE SCHEDULE

(5) HEAD AND NECK Con't

RVS #		VIEWS	CHARGES	TECH.	PROF.	UNIT VALU
70210	Paranasal Sinuses	2	22.50	15.00	7.50	8.
70220	Complete	4	39.60	21.40	13.20	5.
70240	Sella Turcia	2	22.50	15.00	7.50	6.
70250	Skull	3	27.00	19.00	9.00	6.
70260	Skull, complete	4-5	54.00	36.00	18.00	12.
70330	T.M. Joints, Bilateral	14	39.60	26.40	13.20	8.
70350	Cephalogram (lat. Head)	1	18.00	12.00	6.00	4.
70360	Neck/Soft Tissues	1	18.00	12.00	6.00	4.
70374	Pharynx/Larynx, Inc Fluoro	6	108.00	72.00	36.00	24.
70380	Salivary gland/calculus	3	28.80	19.20	9.60	
70390	Sialography	4	36.00	24.00	12.00	
42550	Injection Procedure Add.	4	14.00			

(6) UROLOGICAL

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74400	Urography, Excretory (IVP)	6	68.50	45.70	22.80	15.
74405	Hypertension or Dbl. Dose	8	72.00	48.00	24.00	16.
	If Both, Add.		12.00			6.
74420	Retrograde, inc. KUB	(N)	54.00	36.00	18.00	12.
74430	Cystography, Films Only	3	39.60	21.40	13.20	8.
51600	Inj. Procedure		6.40			
74450	Urethrocystography, Retrograde		43.20	28.80	14.40	9.
74455	Voiding		63.00	42.00	21.00	14.
74460	Retroperitoneal Pneumography	3	54.00	36.00	18.00	12.
49430	Inj. Procedure Add.		80.00			
74470	Translumbar Renal Cyst	(N)	45.00	30.00	15.00	10.
50000	Inj. Procedure Add.	(N)	80.00			

(7) GYNECOLOGICAL & OBSTETRICAL

74710	Pelvimetry	3	45.00	30.00	15.00	10.
74725	Placental Localization Fetal Age	3	27.00	18.00	9.00	8.
74740	Hysterosalpingogram		48.60	32.40	16.20	10.
58340	Inj. Procedure Add.		28.00			
74760	Pelvis Pneumography		45.00	30.00	15.00	10.
49440	Inj. Procedure Add.		28.00			

YOLO GENERAL HOSPITAL

RADIOLOGY FEE SCHEDULE

(4) SPINE AND PELVIS

RVS #		VIEWS	CHARGES	TECH.	PROF.	UNIT VALUE
72010	Spine, AP and Lateral	8	72.00	48.00	24.00	16.
72040	Cervical, AP and Lateral	3	27.00	18.00	9.00	6.
72050	Cervical Complete	5	45.00	30.00	15.00	10.
72052	Cerv., Inc. Flex & Ext	7	59.40	39.60	19.80	13.
72070	Thoracic	3	31.50	21.00	10.50	7.
72080	Thoracolumbar	2	31.50	21.00	10.50	7.
72100	Lumbosacral	3	31.50	21.00	10.50	7.
72110	Lumbosacral, Complete	6	58.50	39.00	19.50	13.
72120	Lumbosacral, Bending	4	36.00	24.00	12.00	16.
72170	Pelvis	1	22.50	15.00	7.50	5.
72180	Pelvis, Stereo	2	28.80	19.20	9.60	6.
72190	Complete	3	36.00	24.00	12.00	8.
72200	Sacroiliac Joints	3	22.50	15.00	7.50	8.
72220	Sacrum and Coccyx	4	28.80	19.20	9.60	6.
72250	Myelography, Lumbar	(N)	81.00	54.00	27.00	18.
63510	Inj. Procedure Add.	(W)	85.00		Micro Fiched	
72270	Myelography, Complete Spinal	(N)	135.00	90.00	45.00	20.
63510	Injection Procedure	(N)	85.00			
72290	Discography, L or C	(N)	90.00	60.00	30.00	

(5) HEAD AND NECK

70030	Eye, for foreign body		39.60	26.40	13.20	8.
70040	Localization of foreign body		63.00	42.00	21.00	4.
70050	Both 70030 and 70040		81.00	54.00	27.00	15.
70110	Mandible, complete	4	45.00	30.00	15.00	18.
70130	Mastoid, complete		54.00	36.00	18.00	16.
70140	Facial Bones	3	27.00	18.00	9.00	6.
70150	Complete	4	45.00	30.00	15.00	10.
70160	Nasal Bones	3	28.80	19.20	9.60	6.
70170	Nasolacrimal Duct	3	45.00	30.00	15.00	10.
68610	Inj. Procedure Add.	4	21.00			6.
70190	Optic Foramina	3	27.00	18.00	9.00	6.
70150	Orbits	4	45.00	30.00	15.00	5.

MARCH, 1977

YOLO GENERAL HOSPITAL

RADIOLOGY FEE SCHEDULE

(1) CHEST

RVS #		VIEWS	CHARGES	TECH.	PROF.	UNIT VALUE
71010	Chest	1	18.00	12.00	6.00	4.0
71020	Chest	2	27.00	18.00	9.00	6.0
71030	Chest, Complete	4	36.00	24.00	12.00	8.0
71034	Incl. Fluoro		45.00	30.00	15.00	10.0
71040	Bronchography, unilateral	3	63.00	42.00	21.00	14.0
31710	Inj. by Radiologist	3	29.00			
71060	Bronchography, bilateral	6	99.00	66.00	33.00	22.0
31710	Inj. by Radiologist	6	29.00			7.2
71100	Ribs, unilateral	2	32.40	21.60	10.80	10.0
71110	Ribs, bilateral	4	45.00	30.00	15.00	6.0
71120	Sternum	3	27.00	18.00	9.00	6.0
71130	Sternoclavicular joints	3	27.00	18.00	9.00	6.0

(2) ABDOMEN

Micro Fiched

74000	Abdomen	1	18.00	12.00	6.00	4.0
74010	Abdomen, one added view	2	27.00	18.00	9.00	6.0
74020	Complete, erect and decubitus	3	36.00	24.00	12.00	8.0

(3) TRACT

74220	Esophagus (2+ fluoro)	2	39.60	26.40	13.20	8.8
74240	Upper GI Tract	6	63.00	42.00	21.00	14.0
74241	Same with KUB	7	68.40	45.60	22.80	15.2
74245	Same with Small Bowel	8	79.20	52.85	26.35	17.6
74270	Colon, Barium Enema	6	54.00	36.00	18.00	12.0
74275	Barium Enema & Air Contrast	12	79.20	52.95	26.35	17.6
74280	Air Contrast Only	8	63.00	42.00	21.00	14.0
74290	Cholecystogram (GB)	6	43.20	28.80	14.40	9.6
74291	Repeat		21.60	14.40	7.20	4.6
74300	Cholangiogram, oper.	(N)	54.00	36.00	18.00	10.0
74305	Post op., 74300 T-Tube	4	54.00	36.00	18.00	12.0
74310	Intravenous	(N)	72.00	48.00	24.00	16.0
74320	Percutaneous, trans hep.		72.00	48.00	24.00	
74315	Oral Dye		54.00	36.00	18.00	12.0
47500	Inj. for Percutaneous Small Bowel Hypotonic		57.85			16.0

YOLO GENERAL HOSPITAL LABORATORY

Price List 1977

Effective June 1, 1977

Micro Fiched

MICROBIOLOGY

RVS #		CAP UNIT	
87000	Initial microscopic examination, stain for bacteria, fungi, parasites, ova, inclusion bodies, any source	2.2	10.00
87010	Wet mount for: bacteria, fungi, parasite ova, inclusion bodies, any source.	6.0	10.00
87015	Concentration (any type) for parasites or ova.	6.0	10.00
87050	Culture, blood	9.0	21.50
87080	Screening culture only, for single organism, per plate.	2.5	10.50
87085	Including sensitivieies, up to 20 discs.	8.0	19.50
87090	Definitive, per plate or tube	2.5 per plate	13.50
87095	Including sensitivity study for specific organisms, with isolation of one or more organisms, up to 20 discs.	8.0	27.50
		Micro Fiched	
87110	Urine culture with quantitative colony count.		13.50
87120	Including sensitivity study, screening.	8.0	22.50
87130	Definitive, and sensitivity study for specific micro-organisms, with isolation of one or more organisms, up to 20 discs.	2.5 per plate	27.50
87080	Anaerobic Culture	2.5	12.50
	Each additional sensitivity		7.50

Miscellaneous Charges:

Housecall			7.50
Technologists Emergency Call Back			10.00
93010	EKG Testing	$15.00	25.00
93005	EKG Reading	$10.00	

All test prices include a $5.00 fee for the drawing of a blood sample, where applicable. The Microbiology prices include a $4.50 fee for the handling and processing. These charges may be eliminated if there is no blood collection fee or billing involved.

The handling charge for specimens "sent out". This includes the drawing fee and separation. $6.00

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IMMUNOLOGY

RVS #		CAP UNITS		
86000	Agglutinations, febrile, each antigen.	14.0		5.40
86010	Agglutinations, febrile, series Typhoid A & B, Para A & B, Brucella and Proteus Ox-19.	15.0		27.00
86070	Cross-match fee, per unit	13.0		20.00
86020	Anti-body Screen	2.0		12.00
86080	Blood Typing, A & B	7.0		12.00
86110	Rh typing			6.00 each
86125	Rh sub typing, (Du); Indirect Coombs.	4.0		5.00
86130	Compatibility for Rho Gam	8.0		10.00 plus Rho Gam price
86250	Direct Coombs test	8.0		9.00
86096	Antibody detection, cell panel	30.0	Sent To Blood Bank	
86130	Rho Gam, 1 unit	See Below		
86060	ASO Titre, qualitative			Micro Fiched
86060	Anti-streotolysin Titre, quan.			
86140	C-Reactive Protein	3.0		10.00
86300	Mono-test Screen	3.0		9.00
86320	RA test (Rheumatoid Arthritis)	3.0		9.00
86410	VDRL			6.00
86580	Ppd Skin Test	10.0	Reading only	3.00
86510	Histo Skin Test	10.0	Reading only	3.00
86490	Cocci Skin Test	10.0	Reading only	3.00

BLOOD BANK CHARGES ----------	PLUS HANDLING ----------
1 Unit of Blood	47.50
100 ml. serum albumin	52.00

BLOOD BANK CHARGES (CONT.)	PLUS HANDLING
1 Unit fresh frozen Plasma	15.00
Platelets, single donor	25.00
1 Phelebotomy set	2.50
1 Unit Rho-Gam Ortho	40.00
Gamulin Dow	35.00
Cryoprecipitates	8.33

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HEMATOLOGY

RVS #		CAP UNIT	
85000	Bleeding time (IVY)	11.0	10.00
85010	CBS, includes Hct., Hgb., WBC, Dif. with screen	19.0	11.50
	CBC (Periferal Blood Screen) includes Hct., Hb., WBC, Hemogram and Dif with Screen	37.0	18.70
85020	Red blood count		7.50
85030	White blood count	6.0	7.50
85040	Differential Blood Count	6.0	7.50
85050	Hemoglobin	5.0	7.50 ea } 10.00
85055	Hematocrit	3.0	7.50 ea } both
85060	Hemogram (Indicies)	3.0	3.60
85170	Clot Retraction	6.0	10.00
85345	Coagulation Time (Lee & White) (See 85347)	24.0	Micro Fiched
85350	Eosinophile Count	8.0	12.00
85362	Fibrin Split Products	8.0	10.00
85370	Fibrinogen, qualitative (fibrinocrit)	6.0	9.00
85375	Fibrinogen, quantitative	28.0	18.00
85580	Platelet Count	14.0	10.00
85610	Prothrombin Time	8.0	10.00
85730	Partial Thromboplastin Time	10.0	15.00
85347	Activated Clotting Time	7.0	11.00
86380	Lupus Erethemetosis (L.E.)	28.0	15.00
85620	Red Cell Fragility Screen	8.0	15.00
85640	Reticulocyte Count	13.0	10.00
85650	Sedimentation Rate	5.0	7.50
85660	Sickle Cell Screen	14.0	9.00

HEMATOLOGY (CONT)

RVS #		CAP UNIT	
85700	Thromboplastin generation test.	28.0	18.00

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CHEMISTRY

RVS#		CAP UNIT	
82040	Albumin, serum	12.0	9.00
82140	Ammonia, Blood	39.0	18.00
82150	Amylase, Blood	22.0	13.50
82250	Bilirubin, Blood - Total	15.0	9.00
82255	Bilirubin, Blood - Direct	15.0	9.00
82270	Occult Blood in feces	6.0	5.20
82310	Calcium	14.0	9.00
82435	Chloride	10.0	9.00
82830	Carbon Dioxide	12.0	10.00
82465	Cholesterol, Blood	14.0	9.00
82565	Creatinine	12.0	9.00
82575	Creatine Clearance	27.0	20.00
82705	Quantitative, 24 or 72 hr. Fat in feces	72.0	25.00
89120	Fat or Lipid Screen	6.0	10.00
82925	Gastric Analysis, Single spec.	3.0	Micro Fiched 5.00
82930	fractional, 5 specimens	6.0	15.00
82935	With Histamine	9.0	20.00
82945	Diagnex Blue Test	11.0	12.75
83160	Pregnancy Test, Urine Qualitative	3.0	7.00
83615	Lactic dehydrogenase (LDH)	13.0	11.40
83690	Lipase	22.0	13.50
84060	Phosphatase, acid	20.0	13.50
84075	Phosphatase, alkaline	13.0	11.40
84100	Phosphorous	13.0	9.00
84140	Potassium	12.0	12.00 Both
84295	Sodium	12.0	10.00 ea

CHEMISTRY (Cont.)

RVS #		CAP UNIT	
84155	Protein, Total	12.0	9.00
84170	Total Protein w/Globulin	24.0	18.00
84330	Sugar (Glucose)	12.0	9.00
84185	Bence-Jones Protein Screen Bence-Jones Protein	18.0	12.00
84240	Salcylates, blood	5.0	9.00
84777	Triglycerides		12.00
84340	Glucose Tolerance 3 hrs.	20.0	27.00
84345	Glucose Tolerance 5 hrs.	24.0	36.00
84450	SGOT, Serum oxaloacetic transaminase	10.0	11.40
84460	SGPT, Serum glutamic pryuvic transaminase	10.0	11.40
84520	Bun, Blood Urea Nitrogen	12.0	9.00
84550	Uric Acid	13.0	9.00
82550	CPK, Creatinine Phospho-kinase	24.0	13.00
81005	Acetone, qualitative		3.00
82010	Acetone, quantitative		12.00
82160	Diastase, Urine		13.00

Micro Fiched

URINALYSIS

81000	Urinalysis, routine	7.0	6.00
81005	Chemical only, qualitative	3.0	3.00

ATTACHMENT NUMBER ONE

TO THE

FOUNDATION HEALTH PLAN - HOSPITAL AGREEMENT

Micro Fiched

REFERENCE. . .Page 3 - List of Plan Physicians

It is intended hereunder and expressly agreed that FHP shall provide hospitals with a continually updated list of its Plan physicians. Changes to said list between printings will be provided to hospital by FHP as they occur.

FOUNDATION HEALTH PLAN

PARTICIPATING PROVIDER DIRECTORY

Micro Fiched

A

Abad, Jose M., M.D.
Adams, Everett, M.D.
Affleck, James A., M.D.
Albertazzi, Victor J., M.D.
Alexander, George L., M.D.
Alexander, Robert L., M.D.
Arnott, Thomas R., M.D.
Anderson, Roland G., M.D.
Andras, E. James, M.D.
Ansel, Donald L., M.D.
Anspach, Denny S., M.D.
Anthony, William A., Jr., M.D.
Applegate, David C., M.D.
Arnold, Jerry P., M.D.
Arthur, Arvin, M.D.
Arute, Walter E., M.D.
Asch, Martin, M.D.
Asling, Joseph H., M.D.
Axelrad, A. David, M.D.

B

Babbin, George, M.D.
Babcock, Jean W., M.D.
Babich, John M., M.D.
Baker, John M., M.D.
Baker, Kenneth D., M.D.
Baldi, Frederick V., M.D.
Banker, Franklin L., M.D.
Bannister, David L., M.D.
Barbis, Solon D., M.D.
Bard, Arthur S., M.D.
Barnes, Marshall G., M.D.
Barnum, Jeffrey E., M.D.
Barr, Henry W., M.D.
Bass, Lawrence J., M.D.
Beattie, Martin C., M.D.
Beck, Jonathan R., M.D.
Becker, Bruce A., M.D.
Berg, John A., M.D.
Berge, Richard E., M.D.
Bergland, Paul N., M.D.
Berry, Benjamin J., M.D.
Billerbeck, Ralph B., M.D.
Bilunos, Mary J., M.D.
Bilunos, Paul, M.D.
Birzgalis, Erik P., M.D.
Bittle, Robert M., M.D.
Bittner, William E., M.D.
Black, William A., M.D.
Blacker, K. H., M.D.
Blain, Raymond Leo, M.D.
Bliss, Howard S., M.D.
Blumenfeld, Charles M., M.D.
Bob, Bruce A., M.D.
Boehrer, Philip M., M.D.
Bohnen, Robert F., M.D.
Bohnenkamp, Ronald, M.D.
Bonser, Quentin, M.D.
Boverman, Harold, M.D.
Bowles, Lloyd D., M.D.
Boyers, L. Morgan, M.D.
Bradbrook, Charles, M.D.
Bradus, Seymour, M.D.
Brainerd, Walton K., M.D.
Bramhaim, James C., M.D.
Branson, Bruce, M.D.
Brode, James W., M.D.
Bromberg, Walter, M.D.
Brown, David E., M.D.
Brown, Donald W., M.D.
Brown, Frank A., M.D.
Bruner, Jack G., M.D.
Bryant, W. R., M.D.
Buhl, Jan C., M.D.
Burak, Norman L., M.D.
Burke, Leon O., M.D.
Burton, Thomas H., M.D.
Butler, Burton B., M.D.
Butler, Edward B., Jr., M.D.

C

Calkin, Alan C., M.D.
Canaan, Richard N., M.D.
Carretta, Robert F., M.D.
Cayler, Glen G., M.D.
Cederburg, Carroll W., M.D.
Chan, Gaing W., M.D.
Chan, Richard A., M.D.
Chan, William H., M.D.
Chase, John L., M.D.
Cheah, Tong C., M.D.
Childers, Randall, M.D.
Christensen, Warren A., M.D.
Clark, Corydon G., M.D.
Clark, Daniel G., M.D.
Clark, Lee N., M.D.
Clark, Richard G., M.D.
Clark, Richard S., M.D.
Cloninger, Paul, M.D.
Coffroth, Leroy W., M.D.
Colbert, David, M.D.
Cole, Ronald J., M.D.
Connors, John P., M.D.
Cooper, Thomas Y., M.D.
Cothran, Floyd V., M.D.
Cowley, I. Jack, M.D.
Cox, Ralph E., M.D.
Cox, Roger E., M.D.
Coyle, James D., Jr., M.D.
Coyle, Richard R., M.D.
Craig, Ron L., M.D.
Creehan, E. Patrick, M.D.
Culp, Neil, M.D.
Curnutt, Hugh H., M.D.

D

Danto, Lawrence A., M.D.
Davis, Brack, M.D.
Dawkins, C. Edward, M.D.
Deer, David W., M.D.
DeLany, Royal W., M.D.
Demorest, Byron H., M.D.
Denney, Philip A., M.D.
Dentinger, Mark A., M.D.
Deos, Harland M., M.D.
Dietler, Patrick C., M.D.
Dimick, Max L., M.D.
Doersch, Earl A., M.D.
Doersch, Kemp B., M.D.
Doggett, R. L. Scotte, M.D.
Doval, John H., M.D.
Dozier, William E., M.D.
Drake, Carl E., Sr., M.D.
Drysdale, Walter F., M.D.
Dugan, Paul J., M.D.
Dunning, Richard J., M.D.

E

Eade, Norman R., M.D.
Ehrlich, Morton, M.D.
Eichhorn, Erwin A., M.D.
Eisenbud, Elliott, M.D.
Elliott, Thomas E., M.D.
Elmendorf, Thomas, M.D.
Ely, P. Haines, M.D.
Elzey, Neil D., M.D.
Enoch, Douglas M., M.D.
Evans, Thomas O., M.D.
Evrigenis, John B., M.D.

F

Faggella, Robert M., M.D.
Farkas, John, M.D.
Farrell, Robert E., M.D.
Feiertag, Richard B., M.D.
Ferrer, Rosemarie A., M.D.
Ferrigno, Daniel, Jr., M.D.
Fetz, Robert J., M.D.
Field, Michael L., M.D.
Fischer, Frederick N., M.D.
Fischer, James A., M.D.
Fisher, John J., M.D.
Fisher, Julian J., M.D.
Flamm, Melvin D., Jr., M.D.
Float, John W., M.D.
Fong, Carl Yen, M.D.
Fong, Julita, M.D.
Forrest, Paul D., M.D.
Freed, Robert P., M.D.
Freeder, J. Martin, M.D.
French, Alfred C., M.D.
French, Charles B., M.D.
Frey, Jerome, M.D.
Fricker, Geoffrey A., M.D.
Friedlander, Saul, M.D.
Friend, John H., M.D.

G

Gallawa, Francine L., M.D.
Galster, Rollin M., M.D.
Gamble, Charles N., M.D.
Gasber, Robert E., M.D.
Gear, Earl V., M.D.
Gehlbach, Charles F., M.D.
Gerard, Paul W., M.D.
Ginter, Richard E., M.D.
Glassy, Frank J., M.D.
Goldfine, Burton P., M.D.
Goldstein, Morton S., M.D.
Goller, David S., M.D.
Gollub, Marshall, M.D.
Gong, Kinman, M.D.
Gordon, Bruce, M.D.
Gordon, Charles R., M.D.
Gottlieb, Paul L., M.D.
Graham, Robert H., M.D.
Green, Henry D., M.D.
Greene, Robert, M.D.
Griffin, J. Robert, M.D.
Griggs, James L., M.D.
Gross, George A., M.D.
Gross, Richard C., M.D.
Gross, Richard S., M.D.

H

Haddad, Sami C., M.D.
Hadfy, Leslie B., M.D.
Hadley, Clifford A., M.D.
Hallam, Gary L., M.D.
Haller, Carl, M.D.
Hamill, James P., M.D.
Hamilton, Charles I., Jr., M.D.
Haney, Lowell B., M.D.
Hanks, Gerald E., M.D.
Hansen, James T., M.D.
Hanson, G. Robert, M.D.
Hanson, Raul A., M.D.
Hardy, George C., M.D.
Harper, Frank G., M.D.
Harris, Joseph H., M.D.
Hartzog, Joe Thomas, M.D.
Haselwood, Douglas M., M.D.
Hass, William, M.D.
Hauch, Richard, M.D.
Hause, Donald P., M.D.
Hazen, Andrew M., M.D.
Heater, Richard D., M.D.
Hedges, William L., M.D.
Hemmer, John F., M.D.
Hendry, John E., M.D.
Henrichsen, Robert K., M.D.
Hicks, John A., M.D.
Hildreth, Bruce N., M.D.
Hirschler, Arthur E., M.D.
Hoffarth, Gerald A., M.D.
Holley, Edward B., M.D.
Holt, Julian B., M.D.

OTHER PARTICIPATING PROVIDERS

HOSPITALS

Auburn Faith Hospital
Community Hospital of Sacramento
Davis Community Hospital
Eskaton American River Health Care Center
Marshall Hospital (Miners Hospital)
Mercy General Hospital
Mercy San Juan Hospital
Methodist Hospital of Sacramento
Roseville Community Hospital
Sierra Nevada Memorial Hospital (Miners Hospital)
Sutter General Hospital
Sutter Memorial Hospital
Twin Lakes Community Hospital
Yolo General Hospital

SKILLED NURSING FACILITIES

Arden Memorial Convalescent Hospital
Beverly Manor Sanitarium
Crestwood Manor
Folsom Convalescent Hospital
Hy-Lond Convalescent Hospital
Mission Oaks Convalescent Hospital
Orangevale Convalescent Hospital
Sierra Convalescent Hospital
Southgate Convalescent Hospital

SURGERY CLINICS

Surgi-Center of Sacramento

HOME HEALTH SERVICES

Unicare, Inc.

LABORATORIES

Consulting Pathologists Medical Group, Inc.
Diagnostic Pathology Medical Group, Inc.
Mission Diagnostic Laboratory
North Area Cytology Laboratory
Physicians Clinical Laboratory, Inc.
Sacramento Clinical Laboratory
Sacramento Pathology Group
Sacramento Rheumatology Consultants Medical Group Laboratory
San Juan Medical Group Laboratory
Yolo Diagnostic Medical Group, Inc.

ORTHOPEDIC APPLIANCES

Sacramento Orthopedic Appliance Company

DURABLE MEDICAL EQUIPMENT

John Davis Company

New Participating Providers

Benner, Ernest J., M.D.
Berger, Jack E., M.D.
Brode, James William, M.D.
Brownrigg, John, M.D.
Buechel, Severon G., M.D.
Bush, William G., M.D.
Clark, Richard S., M.D.
Collins, Charles F., M.D.
Emerson, Philip E., M.D.
Farkas, John, M.D.
Gross, Richard C., M.D.
Kamras, Marvin H., M.D.
Klein, Eric J., M.D.
Kranhold, Joseph F., M.D.
Lehman, David H., M.D.
Lindberg, Cam E., M.D.
Lipon, Richard E., M.D.
McCausland, Arthur M., M.D.
Mahon, William L., M.D.
Miller, John N., Jr., M.D.
Miofsky, William E., M.D.
O'Neal, Roy, M.D.
Perednia, William P., M.D.
Polansky, Stephen, M.D.
Ralph, J. Clyde, M.D.
Range, Robert L., M.D.
Reitman, Robert S., M.D.
Semion, Alan A., M.D.
Zeff, Robert, M.D.

Capital Clinical Laboratory

16 May 1978

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Holter, Wallace R., M.D.
Horn, Carl E., M.D.
Horton, Robert K., M.D.
Hosbein, David, M.D.
Huang, Cheung Nung, M.D.
Hudson, John W., M.D.
Hughes, Dixon Lee, M.D.
Hultgren, Bruce L., M.D.

I

Ilfeld, Frederic W., M.D.
Irwin, Gordon F., M.D.

J

Jacobson, Robert E., M.D.
Jacquin, Paul N., M.D.
Janicke, George P., M.D.
Janus, Lawrence M., M.D.
Janushkowsky, Alexander, M.D.
Jensen, Ralph S., M.D.
Johannessen, John M., M.D.
Johnson, Ernest E., M.D.
Johnson, F. Harold, M.D.
Jolivette, Stanley W., M.D.
Jones, Richard P., M.D.
Joy, Gregory A., M.D.
Junod, Forrest, M.D.

K

Kalinske, Robert W., M.D.
Kanner, Harry H., M.D.
Karsh, Robert C., M.D.
Keating, John M., M.D.
Kelley, William T., M.D.
Kelly, Neil E., M.D.
Kelly, Paul B., M.D.
Kempton, George B., M.D.
Kimbell, James H., M.D.
Kimmich, Rudolf C., M.D.
King, Fred W., M.D.
Klass, Michael A., M.D.
Klein, Marvin A., M.D.
Klein, Michael R., Jr., M.D.
Klug, Donald, M.D.
Kohl, J. William, M.D.
Koldinger, Ralph E., M.D.
Komisaruk, Edwin, M.D.
Kossner, Herbert K., M.D.
Kries, Van Allen C., M.D.
Kuhn, Levi D., M.D.

L

Label, Norman, M.D.
Lasl, Lyman W., M.D.
Lance, G. Dennis, M.D.
Lang, Gilbert H., M.D.
Lash, Joseph, M.D.
Lash, Victor J., M.D.
Latteri, Joseph A., M.D.
Laws, James W., M.D.
Leach, Richard J., M.D.
Ledwick, Thomas W., M.D.
Lee, Il Hui, M.D.
Lee, John C., M.D.
Lee, Leslie Y., M.D.
Lee, Ronald, M.D.
Lejnieks, L. Arno, M.D.
Lenert, Sigrid, M.D.
Leonard, Arthuer L., Jr., M.D.
Levinson, Bernard, M.D.
Levy, Philip L., M.D.
Lewis, Bernard D., M.D.
Lewis, Gordon D., M.D.
Lieb, Larry M., M.D.
Lieberman, Roger A., M.D.
Lindberg, Cam, M.D.
Linder, Howard K., M.D.
Lipe, J. Steele, M.D.
Lischner, Mark W., M.D.
Livoti, Lewis G., M.D.
Lowe, H. Holling, M.D.
Loye, Milo W., M.D.
Lukens, James T., M.D.
Lunde, Finn, M.D.

Mc

McAnally, James F., M.D.
McArthur, Marion W., M.D.
McDavid, B. Curtis, M.D.
McFall, Russell A., M.D.
McHenry, Malcolm M., M.D.
McKibbin, John P., M.D.
McNett, Thomas, M.D.
McProuty, J. Richard, M.D.

M

Ma, Gordon T., M.D.
Maas, Donald W., M.D.
Maass, Lyman, M.D.
Madigan, John J., M.D.
Magnus, David P., M.D.
Manzano, Vern C., M.D.
Margolis, James A., M.D.
Marks, Dennis N., M.D.
Marks, Libby R., M.D.
Marra, John J., M.D.
Marshall, Bruce H., M.D.
Martin, Gerald, M.D.
Masaki, H. Setsuo, M.D.
Masters, Joseph H., M.D.
Mathews, Roger D., M.D.
Mathews, Roy E., M.D.
Mathios, Anthony J., M.D.
Matin, Phillip, M.D.
Matlof, Harvey J., M.D.
Matthews, Homer B., M.D.
Matthews, Wayne C., M.D.
Mayfield, Paul L., M.D.
Meucci, James A., M.D.
Meyer, Delbert H., M.D.
Meyers, Milton N., M.D.
Michaels, Peter A., M.D.
Michel, William O., M.D.
Michener, Dav.. P., M.D.
Millar, Glenn E., Jr., M.D.
Miller, George E., Jr., M.D.
Mills, Leroy K., M.D.
Moorefield, James M., M.D.
Morehead, Lawrence Y., M.D.
Morgan, Dan L., M.D.
Moritz, Alan F., M.D.
Morris, Edward, M.D.
Mowery, Thomas, M.D.
Murphy, Peter J., M.D.
Murray, Richard A., M.D.
Myers, Robert G., M.D.

N

Nagy, Stephen M., M.D.
Nash, Calvin R., M.D.
Nesselbush, Orval P., M.D.
Neilsen, Surl L., M.D.
Nittler, Milo A., M.D.
Nousaine, Dennis A., M.D.
Novick, H. Peter, M.D.

O

Obregon, Gonzalo, M.D.
O'Brien, George W., M.D.
O'Brien, Kenneth J., M.D.
Odell, Gary R., M.D.
Odland, Theodore M., M.D.
Ogrod, Eugene S., M.D.
O'Kane, Calvin R., M.D.
Opsahl, Trygve, M.D.
Ortmeyer, Donald W., M.D.
Osborn, John M., M.D.
Osecheck, Raymond M., M.D.
Overton, Clayton, M.D.
Owens, Mark P., M.D.
Ozawa, Kenneth H., M.D.

P

Pace, Clinton, M.D.
Paoletti, Frank, M.D.
Park, Richard K., M.D.
Parr, Michael S., M.D.
Pawlowski, Joseph M., M.D.
Peabody, Robert R., M.D.
Perednia, William P., M.D.
Perera, M. Sunil P., M.D.
Perman, Harvey H., M.D.
Peterson, Robert A., M.D.
Peterson, Van D., Jr., M.D.
Petrulio, Ernest J., M.D.
Pichler, Andrew G., M.D.
Pickel, Willis W., M.D.
Pihl, Kai H., M.D.
Poindexter, James L., M.D.
Poirier, Tommy J., M.D.
Poirier, Virginia, M.D.
Pollock, James A., M.D.
Porter, Raymond E., M.D.
Powell, Daron H., M.D.
Purviance, John R., M.D.

Q

Quilici, Vincent L., M.D.

R

Rao, K. Bhujanga, M.D.
Ray, Harold E., M.D.
Reardan, John B., M.D.
Reece, James M., M.D.
Reinertson, Richard, M.D.
Reiss, Mark D., M.D.
Renz, Lowell E., M.D.
Rexroad, Jack R., M.D.
Rhoden, J. A., M.D.
Rich, Lloyd L., M.D.
Rikkers, John K., M.D.
Ripple, Richard C., M.D.
Roe, Stanley, M.D.
Roland, Charles B., M.D.
Rooney, Pierce A., Jr., M.D.
Rosenberg, Paul J., M.D.
Ross, Kenneth, M.D.
Rowe, Jay F., Jr., M.D.
Rowley, Thomas R., M.D.
Ruddy, Lorenz W., M.D.
Rush, H. John, M.D.

S

Schermer, Michael J., M.D.
Schild, Philip D., M.D.
Schiro, Frank G., M.D.
Schluter, Harold G., M.D.
Schmidt, David W., M.D.
Schnetzler, R. H., M.D.
Schoff, Charles E., M.D.
Scholtz, Stephen, M.D.
Schroeder, Gene L., M.D.
Schubert, James J., M.D.
Schweissinger, Robert A., M.D.
Schwilk, Norman F., Jr., M.D.
Seery, Gerard E., M.D.
Sekaran, M. Raja, M.D.
Semion, Alan A., M.D.
Seto, M. R., M.D.
Sett, Ralph F., M.D.
Shaffrath, Max D., M.D.
Shankar, Kuppe G., M.D.
Shapiro, Robert F., M.D.
Shaw, Richard K., M.D.
Shimada, Tadashi, M.D.
Shortley, Howard F., Jr., M.D.
Siddons, I. Doyle, M.D.
Silberstein, Stephen G., M.D.
Silverman, Saul, M.D.
Simon, Gerald E., M.D.
Sims, George E., M.D.
Skinner, Larry, M.D.
Smeloff, Edward, M.D.
Smiley, Stanley J., M.D.
Smith, Cedric O'M., S., M.D.
Smith, David C., M.D.
Smith, Emmett L., M.D.
Smith, Gary A., M.D.
Smith, Kenneth C., M.D.
Smith, Norman B., M.D.
Smith, Richard C., Jr., M.D.
Smoley, Eugene N., M.D.
Sobeck, Frederick J., M.D.
Sox, David W., M.D.
Spalding, Leland, M.D.
Spoto, Leonard S., Jr., M.D.
Springer, Asa W., Jr., M.D.
Stargardter, Fred L., M.D.
Stein, Marvin A., M.D.
Steinberg, Stuart, M.D.
Stone, Jess Christian, M.D.
Strauch, Harold B., M.D.
Stroud, John A., M.D.
Stroup, J. Garland, M.D.
Stuart, Gary A., M.D.
Sudhoff, Max F., M.D.
Sugiyama, Arthur J., M.D.
Sullivan, John J., M.D.
Sullivan, John R., M.D.
Suster, Phillip, M.D.
Sweeney, George H., M.D.
Swerdloff, Barry A., M.D.
Swingle, James W., M.D.

T

Tan, Johnson Y., M.D.
Tasker, Mary B., M.D.
Tendall, John, M.D.
Terry, Daniel William, M.D.
Thomas, Craig W., M.D.
Thomas, Gary L., M.D.
Thomas, Paul H., M.D.
Tipton, William W., M.D.
Topic, John R., M.D.
Trainor, Michael P., M.D.
Trauba, Thomas N., M.D.
Treat, Robert S., M.D.
Tribbey, John A., M.D.
Trowbridge, James O., M.D.
Trumble, Earl A., M.D.
Tsai, Conrad T., M.D.
Tynan, James C., M.D.

U

Unterholzner, Warren C., M.D.
Uphoff, H. B., M.D.
Uyeno, Yukio, M.D.

V

Valli, Louis R., M.D.
Vanina, Robert C., M.D.
Van Rooyan, Kirk W., M.D.
Vasser, James, M.D.
Vaughn, Thomas N., M.D.
Verhaag, David A., M.D.
Vetter, William, M.D.
Villarica, Jose D., M.D.
Vitale, Dennis E., M.D.

W

Wagner, Alfred W., M.D.
Walk, Donald R., M.D.
Walton, Vernon L., M.D.
Wampold, David B., M.D.
Warsowe, Carl, M.D.
Washington, Lawrence, M.D.
Watson, David W., M.D.
Wauters, Clifford W., M.D.
Weaver, A. R., M.D.
Weiss, Robert M., M.D.
Wertz, Richard K., M.D.
Wesseling, Cornelis, M.D.
Whalen, William J., M.D.
Whisenhunt, John, M.D.
Whitcomb, Ned J., M.D.
White, A. Alan, M.D.
Whitelaw, John M., M.D.
Whitely, James S., M.D.
Whiting, Neil, M.D.
Whitmer, Daniel W., M.D.
Whitney, Donald C., M.D.
Wiedman, Tully, M.D.
Wiesner, Kenneth B., M.D.
Wilbur, Dwight L., III, M.D.
Wilkes, J. Thomas, M.D.
Winterling, Arthur N., M.D.
Wisner, F. Hal, M.D.
Wisner, Robert P., M.D.
Wong, Darryl D., M.D.
Wong, Gordon A., M.D.
Wong, Wardon M., M.D.
Wright, D. Gilbert, M.D.
Wright, June D., M.D.
Wright, Peter W., M.D.
Wright, Robert B., M.D.

Y

Yamamoto, Masa, M.D.
Yassir, Said, M.D.
Yeamans, Robert, M.D.
Young, Corbin A., M.D.
Young, Ernie A., M.D.
Young, John W., M.D.
Young, Joseph M., M.D.
Yzuel, Marco P., M.D.

Z

Zeitlin, Barry Roger, M.D.
Ziegler, Thomas O., M.D.
Zipf, Richard F., M.D.

ATTACHMENT NUMBER TWO

TO THE

FOUNDATION HEALTH PLAN - HOSPITAL AGREEMENT

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REFERENCE. . .Page 4 - Services Not Covered

A copy of the Schedule of Benefits of FHP group plans has been provided to hospitals. FHP shall have the right to make the determination as to whether or not a particular service is included within said schedule and thereby reimburseable to hospitals.

..... ABOUT THE Foundation Health Plan

GET HELP FAST BY PHONE .....

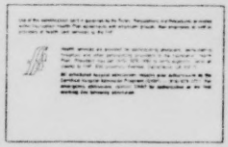
FHP Eligibility	929-1480
Claims or Benefits	929-7913
CHAP	929-3221
Prior Authorization	929-6500

The Foundation Health Plan (FHP) is organized to serve private medicine while meeting public expectations and demands for comprehensive medical care. FHP's success depends on the support it receives from the medical community and the advantages it provides to the consumer community. The Foundation Health Plan offers physicians, institutions and allied health professionals in this area an opportunity to achieve and publicly demonstrate a successful alternative to closed panel group practices. **FHP IS YOUR PROGRAM.** Your active participation and cooperation with established procedures will help you and FHP to succeed in preserving the independent practice of medicine.

PATIENT RESPONSIBILITIES

Present FHP Identification Card:
Each FHP ID card has a unique patient identification number. This card is for identification only — if you question eligibility, call FHP at 929-1480.

Pay Appropriate Co-Payment:
FHP patient are responsible for co-payments — they have been instructed and should be prepared to pay co-payments at the time of service. Patient are also responsible for charges in excess of service limitations (see Summary of Benefits on the reverse of this card) and non-covered services (see below.)



Rely on Primary Physician: FHP patients have been instructed to rely on their Primary Physicians to direct their health care, including referrals to other Participating Physicians and Providers for appropriate services.

PROVIDER RESPONSIBILITIES

- HOSPITAL AND SNF CONFINEMENTS require approval by the Certified Hospital Admission Program (CHAP). FHP will not pay for inpatient services by physicians or hospitals for non-certified confinements.
- **Elective** admissions require CHAP approval prior to admission.
- Emergency admissions must be reported to CHAP within 48 hours or on the next working day.

Call CHAP at 929-3221 to request ADMISSION CERTIFICATION.

- PRIOR AUTHORIZATION from FHP is required for:
  - unusual or infrequent procedures which require the services of a non-participating provider.
  - Home Health services.
  - prosthetic devices and durable medical equipment.
  - ambulance services — **except emergencies.**
  - OUTPATIENT DIAGNOSTIC PROCEDURES OTHER THAN THOSE SPECIFICALLY LISTED IN YOUR HOSPITAL'S CONTRACT WITH FHP.

Call FHP at 929-6500 to request PRIOR AUTHORIZATION.

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SPECIAL BILLING TIPS FOR THE **FOUNDATION HEALTH PLAN**

- Bill FHP for **all** covered services.
- Bill the patient only for any co-payment not collected at time of service, or for charges in excess of service limitations or non-covered services as described on this card.
- If the patient also has other health coverage (except Medi-Cal), bill both FHP and the other coverage. If possible, the claims should be for the same dates of service and submitted at the same time. (FHP will handle these claims according to standard Coordination of Benefits procedures.) PLEASE INCLUDE WITH YOUR FHP CLAIM ALL AVAILABLE INFORMATION ABOUT THE OTHER COVERAGE.
- Submit claims on the UB-16 using standard billing procedures. REMEMBER TO INCLUDE A COPY OF THE ITEMIZED BILL WITH YOUR CLAIM.

THE **FOUNDATION HEALTH PLAN** DOES NOT COVER THESE SERVICES:

- Non-certified care in a hospital, SNF or by a Home Health Agency.
- Dental care — any treatment to the teeth or gums, or any services customarily provided by dentists or oral surgeons.
- Treatment of conditions resulting from military service, if the patient is entitled to treatment through the VA or other government agency.
- Services rendered prior to commencement of FHP coverage.
- Services rendered after the patient's FHP coverage terminates — except for a limited continuation of benefits available to a patient who is totally disabled when coverage ends.
- Treatment rendered by a person residing in the patient's home, or by an immediate relative.
- Custodial care — Eye glasses — Contact lenses — Hearing aids
- Blood or blood plasma — Cosmetic surgery — Experimental procedures
- SERVICES RENDERED BY NON-PARTICIPATING PROVIDERS EXCEPT FOR EMERGENCY CARE, OR WITH THE PRIOR AUTHORIZATION OF FHP.

Foundation Health Plan
650 UNIVERSITY AVENUE, SACRAMENTO, CA. 95825

FOUNDATION HEALTH PLAN BENEFITS ARE DESCRIBED ON THE REVERSE SIDE OF THIS CARD

FOUNDATION HEALTH PLAN ..... SUMMARY OF BENEFITS

COVERED SERVICES	CO-PAYMENTS	SPECIAL NOTES
• **Hospital**		
Inpatient	- 0 -	All necessary inpatient services — ICU, CCU or private room if medically indicated. REQUIRES CHAP APPROVAL.
Outpatient	- 0 -	Outpatient surgical services. Special diagnostic procedures AS SPECIFIED IN HOSPITAL FHP CONTRACT.
Emergency Room	$10 ea. visit	Co-payment applies to hospital charges.
Skilled Nursing Facility	- 0 -	Semi-private accommodation and necessary ancillary services. Patient may be admitted directly to SNF — prior acute hospital stay not required. REQUIRES CHAP APPROVAL.
• **Physician**		One co-payment is applicable to all services by the Physician on one day (e.g. office exam and injection — total of $3.00 payable by patient.)
Office Visits	$3.00 ea. visit	
Home Visits	5.00 ea. visit	
Emergency Room Visits	- 0 -	$10 payable by patient for HOSPITAL CHARGES.
In-Hospital Visits	- 0 -	ALL INPATIENT SERVICES SUBJECT TO CHAP PROCEDURES.
Referred Consultations	- 0 -	Consult requested by ANOTHER PHYSICIAN including report to the referring physician.
Well Baby Care	- 0 -	Exams and immunizations for the first 2 years of life.
Routine Physicals . . .		Annual "wellness" exam for the asymptomatic patient, including appropriate diagnostic lab and x-ray, and immunizations.
2 to 6 years	$5.00 ea. exam	
7 to 17 years	10.00 ea. exam	
18 years and over	25.00 ea. exam	
Routine Eye Exams & Refractions for Children	$5.00 ea. exam	For patients under 18 years of age — includes testing of visual acuity for the fitting of glasses and to rule out pathology of the eyes. DOES NOT COVER EYEGLASSES OR CONTACT LENSES. Note: regular office visit benefits apply to exams for patients with eye disease (e.g. glaucoma, retinopathy, etc.)
Family Planning	$3.00 ea. visit	Includes periodic exams &/or Pap smears and contraceptive counseling. DOES NOT INCLUDE PURCHASE OF ORAL CONTRACEPTIVES, DIAPHRAGMS, ETC.
Infertility Studies	50% of fee	Exams and testing for male and female patients.
Psychotherapy . . .		Evaluation and treatment of acute conditions. DOES NOT INCLUDE PSYCHOANALYSIS OR LONG TERM TREATMENT OF CHRONIC CONDITIONS.
Inpatient — up to 30 days ea. calendar year	- 0 -	
Outpatient — 20 visits ea. calendar year	$15.00 ea. visit	
• **Surgery**		Services in or out of hospital DOES NOT INCLUDE COSMETIC PROCEDURES. Covers organ transplants when the recipient is an FHP patient, BUT DOES NOT COVER DONOR EXPENSES.
Surgeon, Assistant and Anesthesiologist	- 0 -	
• **Obstetrics**		Co-Payment amounts apply to all complications of pregnancy (including therapeutic abortions) as well as normal delivery.
All services necessitated by pregnancy	$50.00 to physician 75.00 to hospital	
• **Radiology**	- 0 -	Diagnostic x-ray and Radiotherapy.
• **Pathology**	- 0 -	Diagnostic laboratory services by Physician or licensed Laboratory.
• **Other Services**		Services of a visiting nurse in the patient's home. Does not require prior hospital or SNF confinement. REQUIRES PRIOR AUTHORIZATION BY FHP.
Home Health Care	- 0 -	
Ambulance	- 0 -	Except for emergencies, REQUIRES PRIOR AUTHORIZATION BY FHP.
Physiotherapy	$3.00 ea. visit	Short term therapy which will effect significant improvement of an acute condition.
Speech & Hearing Disorders	- 0 -	Services of a licensed Audiologist or Speech Therapist for initial evaluation of the patient. DOES NOT COVER FOLLOW-UP THERAPY, TRAINING OR REHABILITATION.
Prosthetics & Durable Medical Equipment	50% of charge	REQUIRES PRIOR AUTHORIZATION BY FHP.
Alcoholism & Drug Addiction	- 0 -	Detoxification, diagnosis and treatment of medical complications. FHP will assist with referrals to community agencies for rehabilitation, BUT THE PLAN DOES NOT PAY FOR REHABILITATION SERVICES.

SEE THE REVERSE OF THIS CARD FOR BILLING PROCEDURES AND OTHER INFORMATION ABOUT FHP.

EXHIBIT NUMBER ONE

TO THE

FOUNDATION HEALTH PLAN - HOSPITAL AGREEMENT

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REFERENCE. . .Page 10 - Arbitration of Professional Liability Claims

In the event of a claim of professional liability against the hospital, its agents, service or employees, hospital agrees to submit said dispute to arbitration in accordance with the enrollment agreements between FHP and its subscribers, an example of which is attached as an exhibit hereto.

Foundation Health Plan

04303

650 UNIVERSITY AVE.
SACRAMENTO, CA. 95825
(916) 929-1480

SUBSCRIBER ENROLLMENT APPLICATION FOR FHP GROUP COVERAGE

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TYPE OR PRINT - DO NOT USE SHADED AREAS

SUBSCRIBER

NAME (LAST) (FIRST) (MI)

SOCIAL SECURITY NUMBER | MRN | ED

BIRTHDATE MO. DAY YR. | SEX ☐ MALE ☐ FEMALE | OCCUPATION

ADDRESS (STREET OR P.O. BOX)

CITY | COUNTY | CC | CT

STATE | ZIP CODE | TELEPHONE NO.

PRIMARY PHYSICIAN NAME | PP

COVERAGE REQUESTED FOR: 1☐SELF 2☐SPOUSE 3☐ADDITIONAL FAMILY MEMBERS

EMPLOYER NAME | G.N.

DATE EMPLOYED | NO. HRS. WORKED PER WEEK

DO YOU OR ANY FAMILY MEMBER(S) HAVE ANY ADDITIONAL GROUP HEALTH COVERAGE, INCLUDING MEDICARE? ☐ YES ☐ NO IF YES, COMPLETE THIS SECTION.

1☐ SELF 2☐ SPOUSE 3☐ OTHER FAMILY MEMBER(S)

SUBSCRIBER NAME: _____ AND I.D.: _____

GROUP NAME: _____ GROUP NO.: _____

COVERED BY: _____
(NAME OF CARRIER AND CLAIMS OFFICE ADDRESS)

IF FORMER MEMBER OF FHP CHECK (✓) HERE →☐
AND IF NAME WAS DIFFERENT, PROVIDE THAT NAME HERE →

FAMILY MEMBERS

COVERAGE REQUEST INCLUDES

	NAME	BIRTHDATE	SEX	RELATIONSHIP	PRIMARY PHYSICIAN NAME	PP	MRN
1			☐M ☐F				
2			☐M ☐F				
3			☐M ☐F				
4			☐M ☐F				
5			☐M ☐F				

- I HEREBY REQUEST COVERAGE FOR WHICH I AND MY FAMILY MEMBER(S) LISTED ON THIS ENROLLMENT FORM, MAY BECOME ELIGIBLE UNDER THE PREPAID PLAN ISSUED BY THE FOUNDATION HEALTH PLAN (FHP).
- I, ON MY BEHALF AND ON BEHALF OF MY FAMILY MEMBER(S) LISTED ON THIS ENROLLMENT FORM, HEREBY AUTHORIZE THE FHP TO RELEASE MEDICAL INFORMATION TO OFFICIAL GOVERNMENT AGENCIES OR PURSUANT TO LEGAL PROCESS, AND TO RELEASE OR OBTAIN MEDICAL INFORMATION TO OR FROM OTHER APPROPRIATE AGENCIES/PROVIDERS FOR THE PURPOSE OF PROVIDING NECESSARY HEALTH CARE SERVICES AND/OR ADMINISTRATIVE SERVICES UNDER THE FHP.
- I, ON MY BEHALF AND ON BEHALF OF MY FAMILY MEMBER(S) LISTED ON THIS ENROLLMENT FORM, HEREBY AGREE THAT IN THE EVENT ANY HEALTH SERVICES PROVIDED ME OR MY FAMILY MEMBER(S) BY THE FHP ARE THE PRIMARY RESPONSIBILITY OF ANY OTHER PARTY, BY WAY OF OTHER GROUP HEALTH COVERAGE OR BY THE ACT OR OMISSION OF ANOTHER PERSON, I WILL FULLY INFORM THE FHP AND WILL EXECUTE SUCH ASSIGNMENTS, LIENS OR OTHER DOCUMENTS WHICH MAY BE NECESSARY TO ENABLE THE FHP TO RECOVER THE VALUE OF SERVICES PROVIDED. I FURTHER AGREE THAT IN THE EVENT I OR ANY OF MY FAMILY MEMBER(S) COLLECT BENEFITS OR DAMAGES FROM ANY OTHER PARTY WHO HAS PRIMARY RESPONSIBILITY FOR SERVICES PROVIDED BY THE FHP, I WILL IMMEDIATELY REIMBURSE THE FHP TO THE EXTENT OF SERVICES PROVIDED.
- I, ON MY BEHALF AND ON BEHALF OF MY FAMILY MEMBER(S) LISTED ON THIS ENROLLMENT FORM, AGREE TO BE BOUND BY THE BENEFITS, DEDUCTIONS, SURCHARGES, EXCLUSIONS AND OTHER TERMS OF THE FHP'S GROUP AGREEMENT AND AS THE GROUP AGREEMENT IS AMENDED.
- I HEREBY AUTHORIZE MY EMPLOYER TO DEDUCT FROM MY EARNINGS THE AMOUNT REQUIRED TO COVER MY SHARE OF THE PREMIUM, IF ANY.
- I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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SUBSCRIBER'S SIGNATURE DATE SIGNED

SEE ARBITRATION AGREEMENT ON REVERSE SIDE

THIS ENROLLMENT FORM IS NOT VALID UNLESS SIGNED ON BOTH SIDES.

ARBITRATION AGREEMENT

This Arbitration Agreement constitutes an integral part of a contract for medical, hospital or other professional services, represented by the subscriber enrollment form to which this Arbitration Agreement is attached ("the Contract"), by and between FHP and Patient:

1. It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this Contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this Contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

2. It is further understood that any dispute as to professional or other negligence (that is, as to whether any services provided under the Contract by the FHP, a participating physician or surgeon or other licensee of the healing arts, participating Hospital or other facility, were unnecessary or unauthorized or were improperly, negligently or incompetently rendered) together with any other dispute whatsoever between the parties to the Contract (excepting only disputes in no way arising from or otherwise related to the Contract or any hospital or other services rendered hereunder) will also be determined by submission to such arbitration. This includes, but is not limited to claims or suits for personal injury, for collection or debts or any other kind of civil claim or action by or against any party to the Contract.

3. Any such arbitration shall be in accordance with the medical Arbitration Rules of the California Hospital Association-California Medical Association in effect at the time the arbitration is commenced. Copies of such arbitration rules are available at the FHP Office, 650 University Avenue, Sacramento, California.

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4. Except as stated, this Arbitration Agreement shall apply to any legal claim, civil action or other dispute connected with or arising out of this agreement by or against subscriber or family member and any one or more of: (a) The FHP, (b) any doctor of medicine or other practitioner of the healing arts, or Hospital or other facility who agrees in writing to be bound by this Agreement.

5. This Arbitration Agreement shall bind the parties hereto and their heirs, representatives, executors, administrators, successors and assigns.

NOTICE: THIS AGREEMENT PROVIDES FOR ARBITRATION OF ANY AND ALL CLAIMS, ACTIONS OR OTHER DISPUTES CONNECTED WITH OR ARISING OUT OF MEMBERSHIP IN THE FHP, ON YOUR BEHALF, AND ON BEHALF OF YOUR FAMILY MEMBERS.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ON YOUR BEHALF AND ON BEHALF OF YOUR FAMILY MEMBERS ARE GIVING UP THE RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 ABOVE.

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SUBSCRIBER'S SIGNATURE

DATE SIGNED

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ATTACHMENT NUMBER THREE

TO THE

FOUNDATION HEALTH PLAN - HOSPITAL AGREEMENT

REFERENCE. . .Page 9 - FHP Insurance

FHP, at its sole cost and expense, shall procure and maintain such policies of comprehensive general liability and other insurance as shall be necessary to insure FHP and its agents, servants and employees, acting within the scope of their duties against any claims for personal injury or death occasioned directly or indirectly by FHP or by its agents, servants or employees in connection with the performance of FHP's responsibilities under this agreement, which such policy(ies) shall provide minimum coverage of three hundred thousand dollars ($.3M) in the event of injury or death to one person and one million dollars ($1M) in the event of injury or death to more than one person as the result of the same incident.

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EXHIBIT NUMBER TWO

TO THE

FOUNDATION HEALTH PLAN - HOSPITAL AGREEMENT

REFERENCE. . .Page 12 - Applicability of State & Federal Laws & Regulations

This agreement shall be governed and construed in accordance with the laws of the State of California. Any provision of this agreement which is in conflict with, or does not conform to, Federal or State statutes or regulations is hereby amended to conform to the requirements of such statutes and regulations as now or hereafter existing. There is hereby incorporated herein, any by this reference, made a part hereof, those provisions of Federal law contained in Section 300e, 1 (5) of Title 42, USCA, and those provisions of the Regulations of the State of California contained in Section 1300.67.8 of Title 10 of the California Administrative Code, and the parties agree to be bound by said provisions, copies of which are attached as exhibits hereto.

Section 1300.67.8 of Title 10 of the California Administrative Code provides:

"Contracts with Providers. Written contracts must be executed between the Plan and each provider of health care services which regularly furnishes services under the Plan. All contracts with providers shall be subject to the following requirements: (a) A written contract shall be prepared or arranged in a manner which permits confidential treatment by the Commissioner of payment rendered or to be rendered to the provider without concealment or misunderstanding of other terms and provisions of the contract. (b) The contract shall require that the provider maintain such records and provide such information to the Plan or to the Commissioner as may be necessary for compliance by the Plan with the provisions of the Act and the rules thereunder, and that such obligation is not terminated upon a termination of the agreement, whether by recision or otherwise. (c) That the Plan shall have access at reasonable times upon demand to the books, records and papers of the provider relating to the health care services provided to subscribers and enrollees, to the costs thereof, to the payments received by the provider from subscribers and enrollees of the Plan (or from others on their benalf), and, unless the provider is compensated on a fee-for-service basis, to the financial condition of the provider. (d) The contract shall prohibit surcharges for covered services and shall provide that whenever the Plan receives notice of any such surcharge it shall take appropriate action."

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Section 300e 1(5) of Title 42, USCA, provides:

"The term 'individual practice association' means a partnership, corporation, association, or other legal entity which has entered into a services arrangement (or arrangements) with persons who are licensed to practice medicine, osteopathy, dentistry, podiatry, optometry, or other health profession in a State and a majority of whom are licensed to practice medicine or osteopathy. Such an arrangement shall provide - (A) that such persons shall provide their professional services in accordance with a compensation arrangement established by the entity; and (B) to the extent feasible (i) that such person shall utilize such additional professional personnel, allied health professions personnel, and other health personnel (as specified in regulations of the Secretary) as are available and appropriate for the effective and efficient delivery of the services of the persons who are parties to the arrangement, (ii) for the sharing by such persons of medical and other records, equipment, and professional, technical, and administrative staff, and (iii) for the arrangement and encouragement of the continuing education of such persons in the field of clinical medicine and related areas."

EXHIBIT NUMBER THREE

TO THE

FOUNDATION HEALTH PLAN - HOSPITAL AGREEMENT

Micro Fiched

REFERENCE. . .Page 13 - Confidentiality of Medical Records

...(b) FHP warrants that it has obtained release from its Subscribers in the form attached as Exhibit Three, authorizing FHP to review their medical records and shall hold Hospital harmless from any liability connection therewith.

Foundation Health Plan

650 UNIVERSITY AVE.
SACRAMENTO, CA. 95825
(916) 929-1480

04301

SUBSCRIBER ENROLLMENT APPLICATION FOR FHP GROUP COVERAGE

Micro Fiched

TYPE OR PRINT - DO NOT USE SHADED AREAS

SUBSCRIBER

NAME (LAST) (FIRST) (MI)

SOCIAL SECURITY NUMBER | MRN | ED

BIRTHDATE MO. DAY YR. | SEX ☐ MALE ☐ FEMALE | OCCUPATION

ADDRESS (STREET OR P.O. BOX)

CITY | COUNTY | CC | CT

STATE | ZIP CODE | TELEPHONE NO.

PRIMARY PHYSICIAN NAME | PP

COVERAGE REQUESTED FOR: 1☐SELF 2☐SPOUSE 3☐ADDITIONAL FAMILY MEMBERS

EMPLOYER NAME | G.N.

DATE EMPLOYED | NO. HRS. WORKED PER WEEK

DO YOU OR ANY FAMILY MEMBER(S) HAVE ANY ADDITIONAL GROUP HEALTH COVERAGE, INCLUDING MEDICARE? ☐ YES ☐ NO IF YES, COMPLETE THIS SECTION.

1☐ SELF 2☐ SPOUSE 3☐ OTHER FAMILY MEMBER(S)

SUBSCRIBER NAME: _____ AND I.D.: _____

GROUP NAME: _____ GROUP NO.: _____

COVERED BY: _____

(NAME OF CARRIER AND CLAIMS OFFICE ADDRESS)

IF FORMER MEMBER OF FHP CHECK (✓) HERE ⟶☐ AND IF NAME WAS DIFFERENT, PROVIDE THAT NAME HERE ⟶

FAMILY MEMBERS

COVERAGE REQUEST INCLUDES

	NAME	BIRTHDATE	SEX	RELATIONSHIP	PRIMARY PHYSICIAN NAME	PP	MRN
1			☐M ☐F				
2			☐M ☐F				
3			☐M ☐F				
4			☐M ☐F				
5			☐M ☐F				

- I HEREBY REQUEST COVERAGE FOR WHICH I AND MY FAMILY MEMBER(S) LISTED ON THIS ENROLLMENT FORM, MAY BECOME ELIGIBLE UNDER THE PREPAID PLAN ISSUED BY THE FOUNDATION HEALTH PLAN (FHP).
- I, ON MY BEHALF AND ON BEHALF OF MY FAMILY MEMBER(S) LISTED ON THIS ENROLLMENT FORM, HEREBY AUTHORIZE THE FHP TO RELEASE MEDICAL INFORMATION TO OFFICIAL GOVERNMENT AGENCIES OR PURSUANT TO LEGAL PROCESS, AND TO RELEASE OR OBTAIN MEDICAL INFORMATION TO OR FROM OTHER APPROPRIATE AGENCIES/PROVIDERS FOR THE PURPOSE OF PROVIDING NECESSARY HEALTH CARE SERVICES AND/OR ADMINISTRATIVE SERVICES UNDER THE FHP.
- I, ON MY BEHALF AND ON BEHALF OF MY FAMILY MEMBER(S) LISTED ON THIS ENROLLMENT FORM, HEREBY AGREE THAT IN THE EVENT ANY HEALTH SERVICES PROVIDED ME OR MY FAMILY MEMBER(S) BY THE FHP ARE THE PRIMARY RESPONSIBILITY OF ANY OTHER PARTY BY WAY OF OTHER GROUP HEALTH COVERAGE OR BY THE ACT OR OMISSION OF ANOTHER PERSON, I WILL FULLY INFORM THE FHP AND WILL EXECUTE SUCH ASSIGNMENTS, LIENS OR OTHER DOCUMENTS WHICH MAY BE NECESSARY TO ENABLE THE FHP TO RECOVER THE VALUE OF SERVICES PROVIDED. I FURTHER AGREE THAT IN THE EVENT I OR ANY OF MY FAMILY MEMBER(S) COLLECT BENEFITS OR DAMAGES FROM ANY OTHER PARTY WHO HAS PRIMARY RESPONSIBILITY FOR SERVICES PROVIDED BY THE FHP, I WILL IMMEDIATELY REIMBURSE THE FHP TO THE EXTENT OF SERVICES PROVIDED.
- I, ON MY BEHALF AND ON BEHALF OF MY FAMILY MEMBER(S) LISTED ON THIS ENROLLMENT FORM, AGREE TO BE BOUND BY THE BENEFITS, DEDUCTIONS, SURCHARGES, EXCLUSIONS AND OTHER TERMS OF THE FHP'S GROUP AGREEMENT AND AS THE GROUP AGREEMENT IS AMENDED.
- I HEREBY AUTHORIZE MY EMPLOYER TO DEDUCT FROM MY EARNINGS THE AMOUNT REQUIRED TO COVER MY SHARE OF THE PREMIUM, IF ANY.
- I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SPECIMEN

SUBSCRIBER'S SIGNATURE DATE SIGNED

SEE ARBITRATION AGREEMENT ON REVERSE SIDE

THIS ENROLLMENT FORM IS NOT VALID UNLESS SIGNED ON BOTH SIDES.

FHP

ARBITRATION AGREEMENT

This Arbitration Agreement constitutes an integral part of a contract for medical, hospital or other professional services, represented by the subscriber enrollment form to which this Arbitration Agreement is attached ("the Contract"), by and between FHP and Patient:

1. It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this Contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this Contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

2. It is further understood that any dispute as to professional or other negligence (that is, as to whether any services provided under the Contract by the FHP, a participating physician or surgeon or other licensee of the healing arts, participating Hospital or other facility, were unnecessary or unauthorized or were improperly, negligently or incompetently rendered) together with any other dispute whatsoever between the parties to the Contract (excepting only disputes in no way arising from or otherwise related to the Contract or any hospital or other services rendered hereunder) will also be determined by submission to such arbitration. This includes, but is not limited to claims or suits for personal injury, for collection or debts or any other kind of civil claim or action by or against any party to the Contract.

3. Any such arbitration shall be in accordance with the medical Arbitration Rules of the California Hospital Association-California Medical Association in effect at the time the arbitration is commenced. Copies of such arbitration rules are available at the FHP Office, 650 University Avenue, Sacramento, California.

4. Except as stated, this Arbitration Agreement shall apply to any legal claim, civil action or other dispute connected with or arising out of this agreement by or against subscriber or family member and any one or more of: (a) The FHP, (b) any doctor of medicine or other practitioner of the healing arts, or Hospital or other facility who agrees in writing to be bound by this Agreement.

5. This Arbitration Agreement shall bind the parties hereto and their heirs, representatives, executors, administrators, successors and assigns.

NOTICE: THIS AGREEMENT PROVIDES FOR ARBITRATION OF ANY AND ALL CLAIMS, ACTIONS OR OTHER DISPUTES CONNECTED WITH OR ARISING OUT OF MEMBERSHIP IN THE FHP, ON YOUR BEHALF, AND ON BEHALF OF YOUR FAMILY MEMBERS.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ON YOUR BEHALF AND ON BEHALF OF YOUR FAMILY MEMBERS ARE GIVING UP THE RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 ABOVE.

SPECIMEN

SUBSCRIBER'S SIGNATURE

DATE SIGNED

EXHIBIT NUMBER FOUR

OF THE

FOUNDATION HEALTH PLAN - HOSPITAL AGREEMENT

Micro Fiched

REFERENCE. . .Page 24-25 - Appeals and Grievances

It is understood that the Hospital and its Medical Staff may have complaints, concerns, and/or differences, which may arise as a provider for the Plan. These complaints, concerns and/or differences, may be channeled through the following mechanism(s) as may be determined appropriate by the nature or material of the problem:

(a) The Hospital Affairs Committee;
(b) The CHAP review and appeals process;
(c) The MCF Peer Review appeals process;
(d) The FHP Grievance Procedure.

The procedures for each mechanism named above are attached hereto as Exhibit 4(a), 4(b), 4(c) and 4(d).

Micro Fiched

Exhibit 4 (a) FHP - HOSPITAL AGREEMENT

The Hospital Affairs Committee

Micro Fiched

The Hospital Affairs Committee is still in the developmental stage. The Foundation Health Plan has been working with hospital representatives of the Sac-Sierra Hospital Association.

When the final mechanism has been developed, a copy of the proposed committee - it's role and responsibilities - will be sent to each FHP Participating Hospital for review and comment.

Micro Fiched

Exhibit 4 (b) FHP - HOSPITAL AGREEMENT

The CHAP review and appeals process

CERTIFIED HOSPITAL ADMISSION PROGRAM (CHAP) APPEALS PROCESS

The Medical Care Foundation of Sacramento (MCF) has a regular appeals mechanism, which may be initiated by the patient, physician, hospital or responsible party. The levels of appeal are as follows:

FIRST LEVEL

Physician Advisor (PA):

All Physician Advisors are approved by MCF. At the first level, the appeal is made by the attending physician. The patient is still hospitalized, therefore, family or patient are not usually involved. Additional medical information is obtained from the attending physician, and the attending physician is encouraged to contact the Physician Advisor to relay additional medical aspects of the case that are not evident on the chart. Denials have been reversed at this level.

SECOND LEVEL

Micro Fiched

Advisory Committee:

The Advisory Committee is comprised of the chairman, the vice-chairman, and advisors from different specialties. All Committee members are approved by the Medical Care Foundation. At this level, the patient has usually been discharged from the hospital.

THIRD LEVEL

Medical Review and Appeals Committee (MRAC):

Cases, of which the denial has been upheld at the other levels, are referred to MRAC for additional review. If the denial continues to be upheld, the case is referred to the fourth level for further review.

FOURTH LEVEL

MCF Board:

If the denial is upheld by MRAC and further review is requested, the patient, attending physician, hospital or responsible party must request the appeal in writing. It will then be submitted to the Board for further consideration.

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Micro Fiched

Exhibit 4 (c) FHP - HOSPITAL AGREEMENT

The MCF Peer Review appeals process
(The MCF program is the same program utilized by the FHP)

MEDICAL CARE FOUNDATION PEER REVIEW APPEALS PROCESS

The Medical Care Foundation of Sacramento (MCF) has a regular appeals mechanism which may be initiated by the patient, provider or other responsible party. The levels of appeal are as follows:

FIRST LEVEL

Specialty Advisor

All Specialty Advisors are approved by MCF. At the first level, the appeal is usually made by the provider of service but may be made by the patient or other responsible party. Additional medical information is obtained from the provider and the provider is encouraged to contact the Specialty Advisor to relay additional medical aspects of the case that are not evident on the disputed claim. Denials have been reversed at this level.

SECOND LEVEL

Micro Fiched

Specialty Committee

The Specialty Committee is comprised of the Chairman, Vice Chairman and advisors from different specialties. All Committee members are approved by the Medical Care Foundation. Requests for review at this level must be made in writing. The Committee will review the request and additional information relative to the appeal. Denials have been reversed at this level.

THIRD LEVEL

Medical Review and Appeals Committee (MRAC)

Cases of which the denial has been upheld at other levels, may be referred to MRAC for additional review if the appeal is made in writing. The MRAC will review all applicable information pertaining to the appeal. Denials have been reversed at this level.

FOURTH LEVEL

MCF Board

If the denial is upheld by MRAC and further review is requested in writing, the patient, provider or other responsible party may submit the appeal to the MCF Board of Trustees. The MCF Board of Trustees is the final level of appeal. Cases which are still disputed after review by the Board of Trustees may be submitted to arbitration.

Exhibit 4 (d) FHP - HOSPITAL AGREEMENT

Micro Fiched

The FHP Grievance Procedure

Foundation Health Plan
650 UNIVERSITY AVENUE • SACRAMENTO, CA 95825 • (916) 929-1480

GRIEVANCE PROCEDURES

Two avenues of grievance procedures are provided for all FHP members and for participating member physicians and providers in order to allow for the resolution of problems derived from differences of interpretation, confusion about policies, etc., or situations which are felt to be unjust or inequitable. For the sake of simplicity, the grievance procedures have been divided into two distinct categories: (A) Contractual and (B) Health Services and Benefits. Health Services and Benefits are those issues directly relating to the delivery of care, the costs of care and medical necessity. These issues may be resolved informally and quickly by contacting the Consumer Services Department by mail or phone. If a satisfactory solution is not reached, the Consumer Services Department will instruct the member on the next level of appeal available--the Medical Review and Appeals process. Contractual grievances are those issues related to contractual provisions of the group and individual agreements.

Micro Fiched

Contractual grievances presented for a fair hearing -- the second step in the formal procedure -- will be heard by the FHP Grievance Committee. This committee is composed of six individuals whose appointments to the Committee, by the FHP Board of Directors, permit the widest range of opinions relevant to the FHP's programs, policies and benefits. Representatives will be appointed as follows:

A. Two Foundation Health Plan member representatives who are at least 21 years of age, are currently members of the FHP and have belonged to the FHP for at least six months immediately preceding appointment.

B. Two physician representatives who are members of the FCHP/IPA.

C. Two administrative representatives who are either employed by or subcontract with the FHP to provide administrative services to the FHP.

D. Additionally, one member of the FHP Board of Directors will serve as chairman of the committee and will vote only in the event of a tie.

Representative appointees to the committee will serve for a one-year term, receiving no salary for their services. During this time, they must continue to meet the eligibility criteria outlined above.

Contractual Grievances

The informal contractual grievance procedure for Foundation Health Plan members, FCHP/IPA members and participating providers consists of three steps.

While it is hoped that the grievance may be settled in the first step, it is necessary that all three steps be completed before the grievance may be considered for formal adjudication.

A. Step One -- The Consumer Services Department

The grievance is brought to the attention of the Consumer Services Department. The nature of the problem is explained, and the problem is discussed with the individual by one of the Consumer Services staff personnel. IF an immediate answer is not available, then the situation is studied, more information obtained and alternatives weighed. An answer must be given to the member, within five working days.

B. Step Two -- The Consumer Services Department Head **Micro Fiched**

If, in the individual's opinion, a satisfactory solution cannot be found, then the problem will be referred to the Consumer Services Department Head, or the Department Head's representative for further evaluation and consideration. A meeting will be set up in private between the Department Head or designated representative and the individual and any previous documented information will be available. The individual will be advised of the decision of the Department Head or representative within five working days.

C. Step Three -- Request for a Formal Hearing

If, after meeting with the Consumer Services Department Head or designated representative, it is the individual's opinion that a proper decision has not been reached, the individual may request a formal hearing before the FHP Grievance Committee. This request must be presented to the Department Head or representative within five working days of the "Request for Formal Hearing" form.

The formal contractual grievance procedure is also available to all FHP members, FCHP/IPA members and participating providers to further ensure each individual's interests. Individuals may use this formal method to obtain a decision concerning a problem or grievance which they feel has not been resolved through the informal approach. Steps to follow in a formal grievance are as follows:

A. Step One -- Request for Formal Hearing

The individual petitioner must indicate to the Consumer Services Department Head or representative the desire to file a formal grievance. A "Request for Formal Hearing" form will be sent to the petitioner with instructions that the form must be submitted to the Department Head or representative within five working days of receipt of the form and contain the following:

1. Petitioner's name (or name of petitioner and petitioner's representative in cases of minors or incapacitated or aged beneficiary), address and telephone number.

2. Petitioner's identification number, (if a Foundation Health Plan member, also the group number and group name).

3. The name of the FCHP/IPA member physician or participating provider who rendered services.

4. A brief statement that the petitioner wishes the problem handled as a formal grievance; an outline of the problem; and the date filed with the Consumer Services Department Head or representative.

Micro Fiched

B. Step Two -- Presentation to the Consumer Grievance Committee

Upon submission of the "Request for Formal Hearing" form to the Consumer Services Department Head or representative, the request will be forwarded within five working days to the Chairman of the Consumer Grievance Committee, as will all previous investigative documentation, for Committee evaluation.

The petitioner's grievance will be heard by the Consumer Grievance Committee at a time and place mutually convenient to all persons involved following initiation of contact by the Chairman of the Committee, but no longer than ten working days following the date the "Request for Formal Hearing" was filed with the Consumer Services Department head or representative.

Within five working days of the hearing, the committee by majority vote will decide on the petitioner's grievance. The Chairman of the committee will vote in the event of a tie. The written final decision of the Consumer Grievance Committee will be sent to the petitioner by registered mail. A cover letter will be attached to the Committee's decision informing the petitioner of his/her rights to arbitration and how to initiate arbitration, if so desired. A copy of the disposition of the grievance simultaneously will be sent to the FHP Board of Directors.

C. Step Three -- Arbitration

If after the grievance procedures have been exhausted and a controversy remains between a subscriber and/or dependents with FHP or any of its providers, arbitration will be the final step for resolution of the health service and benefit or contractual dispute.

AGREEMENT NO. 77-133

FILED
JUL - 7 1977
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of June, 1977, by and between

TEICHERT CONSTRUCTION

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Resurface County Road 32A from 0.25 mile East of County Road 105 to County Road 105 and resurface, reconstruct, and widen County Road 105 from County Road 32A to County Road 29.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Construction Plans County Road 105, County Road 32A

(Plan Index No. 105.09-105.22) (WO #4285)

Approved April 20, 1977 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within ten (10) days next after the date of this Contract and for its completion to be within sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

ALTERNATE NO. 1

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1.	Clearing and Grubbing	LUMP SUM	5,000.00	5,000.00
2.	Excavation, Roadway	4,203 C.Y.	6.00	25,218.00
3.	Imported Borrow	1,230 C.Y.	7.00	8,610.00
4.	Structural Section Removal	140 S.Y.	10.00	1,400.00
5.	Aggregate Subbase (Class 1)	8,316 T.	3.00	24,948.00
6.	Aggregate Base (Class 2)	5,703 T.	5.50	31,366.50
7.	Penetration Treatment (SC 250)	12 T.	150.00	1,800.00
8.	Asphalt Emulsion (SS-1)	13 T.	150.00	1,950.00
9.	Aggregate (Asphalt Conc. Type B)	7,010 T.	13.00	91,130.00
10.	Paving Asphalt (AR 4000)	385 T.	13.00	5,005.00
11.	15" C.S.P. (Galv. 0.064")	64 L.F.	19.00	1,216.00
12.	18" C.S.P. (Galv. 0.109")	8 L.F.	30.00	240.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

Micro Fiched

APPROVED:

(County Counsel)
Deputy 7-7-77

COUNTY OF YOLO

BY Linda J. Thomson
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By Peter E. Lucas, Deputy

BY TEICHERT CONSTRUCTION

Glenn V. Waters
District Manager

P. O. Box 150
Woodland, Calif. 95696
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. [illegible].

AGREEMENT NO. 77-134

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2563

(Granada Estates)

FILED
JUN 14 1977
LAURENCE P. HENIGAN, Clerk
By ... Deputy

THIS AGREEMENT is made and entered into on this 14th day of June, 1977, by and between

North American Enterprises, Inc.

hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

Micro Fiched

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2563 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2563, public improvements including but not limited to street improvements consisting of concrete curbs, gutters, and driveway aprons, asphalt paving and base, water distribution system, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

   (1) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee faithful performance.

   (2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $1,129.54 for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2563.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against Claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $500,000 in respect to personal injuries and/or death of any one person, $1,000,000 in respect to personal injuries or death for any one occurrence and $500,000 in respect to property damage in any one occurrence.

Micro Fiched

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the completion of the development of said Subdivision No. 2563, shall be the date as of which the Board of Supervisors shall, be resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this Agreement.

13. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

14. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

15. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

SUBDIVIDER

By _____

By _____
(Seal)

ATTEST:

LAURENCE P. HENIGAN
County Clerk

By _____
Deputy

Recommended for Approval to the
Board of Supervisors of the
County of Yolo:

_____
Director of Public Works

APPROVED AS TO FORM:

_____
COUNTY COUNSEL

FILED
JUN 14 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA ROBERS
Deputy

AGREEMENT NO. 77-135

(Agreement for Engineering Services)

THIS AGREEMENT, made and entered into this 14th day of June, 1977, by and between the COUNTY OF YOLO, hereinafter referred to as OWNER, and SANFORD-ALESSI-RIOS-ASSOCIATES, Mechanical Engineers, a corporation, hereinafter referred to as ENGINEER.

Micro Fiched

W I T N E S S E T H :

WHEREAS, ENGINEER has submitted a proposal for rendering professional services for a project consisting of the installation of a complete fire sprinkler system throughout the Yolo County Hospital Building located in Woodland, California; and

WHEREAS, OWNER desires to employ ENGINEER to furnish said professional services, as set forth below.

AGREEMENTS:

1. In and for consideration of the mutual covenants and promises between the parties hereto, ENGINEER agrees to perform the following services:
   a. Preparation of plans and specifications and estimate for the above described project.
   b. Assistance in securing and evaluating bids.
   c. Assistance in administration of the work of the project, including checking and approving submittals and shop drawings.
   d. Conduct weekly progress inspections of the project work, as requested by OWNER.
   e. Conduct final inspection of the project work.
2. For and in consideration of the mutual covenants and promises between the parties hereto, OWNER agrees to pay to ENGINEER the amount of fee as set forth in ENGINEER'S proposal, which proposal is marked Exhibit "A", attached

hereto, and incorporated herein by reference. OWNER shall pay Eighty percent (80%) of said fee upon completion by ENGINEER of the plans, specifications and estimate, and the balance of the fee shall be paid upon completion of the final inspection of the work, and certification by ENGINEER that said work is complete.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written. Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY_____
DEPUTY

(SEAL)

SANFORD-ALESSI-RIOS-ASSOCIATES

original signed by:

BY Robert J. Alessi
Vice-PRESIDENT

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

SANFORD-ALESSI-RIOS-ASSOCIATES

420 BROADWAY • SACRAMENTO, CALIFORNIA 95818 • 916 444 8873

KEITH C. SANFORD, M.E. *President* ROBERT J. ALESSI, M.E. *Exec. Vice-President* EDWARD J. RIOS, M.E. *Exec. Vice-President*

MARK MACHADO, M.E., ENNO ENNES

ROUTING		
NAME	MECHANICAL ENGINEERING	TO/INITIAL
Director		LMR
Deputy Dir.		
Asst. Dir.		
Plan. & Design	✓	
Public Serv.		
Surv. & Map.		
R/W		
Traffic		
Bus. & Serv.		
File:		

June 6, 1977

County of Yolo
Department of Public Works
292 West Beamer Street
Woodland, California 95695

Attention: Lloyd Roberts, Director

Subject: Yolo General Hospital Fire Sprinklers

Dear Lloyd:

Micro Fiched

We propose to furnish mechanical engineering services as required for the installation of a complete fire sprinkler system thruout the hospital building. The system shall comply with the latest codes and the requirements of the office of the State of California Fire Marshall.

Our work will include drawings indicating the scope of the project; specifications describing the scope of work; the quality of materials and workmanship; the general appearance of the finished project and the conditions of the work of the contract; an estimate of the cost of construction; review of shop drawings and other instruments of the contractor; review of the bids from the contractors; and observation of the work of the contract including a final review of the finished project.

Our fee will be an amount equal to 2½ times our direct personnel cost plus $35.00 per hour total rate for principals time spent on the project. Our total fee will not exceed $4,000.

Thank you for this opportunity to offer our services. We are proceeding with the work due to the urgency of the project.

Very truly yours,

SANFORD-ALESSI-RIOS-ASSOCIATES

Keith C. Sanford /dm.
Keith C. Sanford
President

KCS/dm

RECEIVED
JUN 7 1977
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

COUNTY OF YOLO

Woodland, California

BOARD OF SUPERVISORS
916-666-8407
P.O. Box 1098
Woodland, CA. 95695

June 23, 1977

Copy

FILED

JUN 23 1977

LAURENCE E. HENRY

By Rita E. Lucas

AGREEMENT NO. 77-136

AGREEMENT

National Institute of Municipal
Law Officers
839 17th Street NW
Washington, D.C. 20006

Gentlemen:

The County of Yolo hereby attaches its warrant in the amount of $2,500, payable to the NIMLO Federal Unemployment Compensation tax litigation trust fund to be placed in the NIMLO trust fund for use for the expense, legal fees, economists and other experts of litigation attacking the constitutionality of the Federal Unemployment Compensation Amendments, PL No. 94-566 and Acts made applicable against states, cities and counties.

Micro Fiched

In addition, the County of Yolo attaches a sworn affidavit of its chief financial officer, Erwin W. Meier, County Executive, certifying as to his estimate of the cost of this tax to the County of Yolo. If considered necessary by counsel, the County agrees that this financial officer will come and act as a witness at the preliminary injunction hearing expected to be held in Washington D.C. seeking a stay of the Acts pendente lite during the more than two years the case is expected to be in the Courts before finally being decided by the U.S. Supreme Court.

It is agreed that until the total sum of $300,000 is paid into this NIMLO trust fund for the Federal Unemployment Compensation tax litigation, the constitutional challenge to the Acts will not be filed, and that if the total sum of $300,000 is not paid into the fund on or before May 15, 1977, all monies

forwarded will be returned to the states, cities or counties signing this agreement and the litigation will not be filed as contemplated by this agreement.

County of Yolo,

BY _____
TWYLA J. THOMPSON, Chairman
Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN,
County Clerk

BY _____
Deputy

(SEAL)

Micro Fiched

AFFIDAVIT OF ERWIN W. MEIER, COUNTY EXECUTIVE

COUNTY OF YOLO, STATE OF CALIFORNIA

STATE OF CALIFORNIA)
) ss
COUNTY OF YOLO)

I, ERWIN W. MEIER, having been first duly sworn, depose and say that:

1. I am the County Executive of the County of Yolo, State of California and as such I am the Chief Financial Officer of that County.

Micro Fiched

2. As such chief financial officer, I have made an estimate of the additional annual cost to the County of Yolo resulting from enactment of the Federal Unemployment Compensation Amendments, PL No. 94-566.

3. For the fiscal year 1977-78 the cost so estimated is $ 230,412 .

4. Further affiant sayeth not.

I swear that I have read the foregoing statements and that they are true to the best of my knowledge, information and belief.

Dated: June 23 , 1977.

Erwin W. Meier

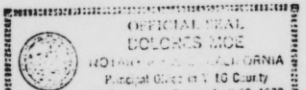
ERWIN W. MEIER

One June 23, 1977, before me, a Notary Public in and for the County of Yolo, State of California, personally appeared ERWIN W. MEIER, known to me to be the person whose name is subscribed to the within affidavit, and swore that the same was true and correct to the best of his knowledge and belief and executed the same then and there in my presence.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year last above written.

Dolores Moe
Notary Public



My Commission expires 4-28-78.

Book

STANDARD AGREEMENT — STATE OF CALIFORNIA STD. 2 (REV. 11/74)

APPROVED BY THE ATTORNEY GENERAL

YoLo County Agreement No. 77-137

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SERV.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 10th day of June, 1977, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Chief, Management Services Division	STATE PERSONNEL BOARD	CO-214 Amendment #1

hereinafter called the State, and

COUNTY OF YOLO

hereinafter called the Contractor.

AUG 11 1977
LAURENCE P. HANIGAN, Clerk
By Debra E. Cooley

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

This amendment is made to provide the following changes to CO-214:

1. The term of the contract is extended to March 31, 1978.

   (Performance under the contract, though initially scheduled to commence January 1, 1977 did not get underway until April 1. This delay was due to problems in acquiring work space for project staff and in recruiting and selecting of project staff)

Micro Fiched

2. The total dollar amount under this contract, as set forth in "C.2" and in "Exhibit 2 - Budget Summary", is increased from $34,358.30 to $34,833.44; an addition of $475.14.

The amended Budget Summary is attached and incorporated herein as "Exhibit 2 - Amendment #1" of this Agreement.

(The budget change is due to increases in County salary schedules and retirement benefits)

All other terms and provisions of this Agreement remain in effect.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: STATE PERSONNEL BOARD	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): COUNTY OF YOLO
BY (AUTHORIZED SIGNATURE): Benjamin J. Tobi	BY (AUTHORIZED SIGNATURE): Tunglas J. Thomsen Chairman
TITLE: Chief, Management Services Division	TITLE: Board of Supervisors, County of Yolo
(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: P.O. Box 1098, Yolo County Courthouse, Woodland, California 95695

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION ENCUMBERED (DESIGNATE WHERE APPLICABLE)		
$ 475.14	STATUTES OF 1976 YEAR OE&E		
ITEM	CHAPTER	SECTION	CODE
172	320	PEAAD/COD	GRANTS WRA 76/77

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: C Hellwege — DATE: JUL 6 1977

EXEMPT FROM APPROVAL OF GENERAL SERVICES PURSUANT TO SAM 1209

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF AGENCY: Benjamin J. Tobi — DATE: JUL 6 1977

30470-750 1-75 17M SSP

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

Micro Fiched

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

LAURENCE P. HENIGAN, Clerk
By _____ Deputy
AUG 1 1977
RECEIVED
81 6 9 52 AM '77
SACRAMENTO
PERSONNEL BOARD
STATE OF

Exhibit 2

AMENDED BUDGET SUMMARY

GRANT REQUEST

SALARIES

2 personnel Analyst 11

6 months training @ $1173
6 months training @ $1232

$28,860.00

FINGE BENEFITS

Group Insurance (medical/dental) @ $100 monthly	$1,200.00	
OASDI @ 5.9% - $141.90 monthly	1,702.74	
Retirement @ 10.3% - $247.72 mo.	2,972.58	
Workers' Compensation	98.12	
		5,973.44
TOTAL		$34,833.44

Micro Fiched

AGREEMENT NO. 77-138

E. Barbara Dodgeon

L E A S E

THIS LEASE made and entered into this 21st day of June, 1977, by and between E. REINIG and R. N. DEININGER, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT.

W I T N E S S E T H:

Micro Fiched

1. DESCRIPTION. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated in the City of Woodland, County of Yolo, known as 914 Court Street, Suite 6, together with the use of adjoining restrooms.

2. USE. The premises shall be used and occupied only for the purpose of County offices and any other office reasonably related thereto.

3. TERM. The term of this lease shall commence on July 1, 1977 and shall terminate on June 30, 1978.

4. RENT. TENANT shall pay the sum of TWO HUNDRED SEVENTY-FIVE AND NO/100 ($275.00) DOLLARS to LANDLORD, by County Warrant, on the first day of each month during the term of this lease, commencing on July 1, 1977. Said County Warrant shall be made payable to ROBERT L. GRIFFITH, REALTOR.

5. INCREASES IN REAL ESTATE TAXES.

   A. Should the lease area real estate taxes and assessments payable to LANDLORD in any year after 1976-77 exceed those payable for that year, TENANT shall pay the LANDLORD upon notice and demand, accompanied by proof of payment, the amount of which the leased area real estate taxes and assessments exceed those of the tax year 1976-77.

   B. The lease area real estate taxes and assessments consist of that proportion of the taxes and assessments upon the

entire parcel of real property containing the premises that the floor area of the portion of the building occupied by TENANT bears to the total ground floor area of the building in which the premises are located.

6. PARKING. TENANT and its officers, agents and employees, business invitees, and other people using the premises with the permission of the TENANT shall have a right to use two (2) of the parking spaces situate behind the subject premises. LANDLORD shall designate and reserve the spaces that TENANT is entitled to use. TENANT shall have first priority for such parking spaces over other tenants.

Micro Fiched

7. UTILITIES. LANDLORD shall furnish heater and air conditioner and shall pay all reasonable charges for water, sewer and garbage, and TENANT shall pay all charges for electricity, gas, heat, telephone, and any other utility services used on the premises during the lease term except those LANDLORD herein has agreed to pay.

8. REPAIRS, WASTE AND ALTERATIONS.

A. Landlord's Repairs. LANDLORD at its cost shall maintain, in good condition, the following:

1. The structural parts of the building and other improvements in which the premises are located;

2. The unexposed electrical, plumbing and sewage systems, including, without limitation, those portions of the systems lying outside the premises;

3. Window frames, gutters, and downspouts on the building and other improvements in which the premises are located; and

4. Heating, ventilating, and air conditioning system servicing the premises.

///

///

B. Tenant's Remedies. If LANDLORD is unable to perform its obligations under Paragraph 8A immediately if the nature of the problem presents a hazard or emergency; or, if LANDLORD does not perform said obligations under other circumstances within a reasonable period of time, TENANT can perform the obligations and have the right to be reimbursed for the sum it actually spends in the performance of LANDLORD's obligations. If LANDLORD does not reimburse TENANT within thirty (30) days after demand from TENANT, TENANT shall have the right to withhold from future rent due the sum TENANT has expended until TENANT is reimbursed in full.

Micro Fiched

C. Tenant's Maintenance. TENANT at its cost shall maintain all TENANT's personal property, and shall maintain said premises in a clean condition, ordinary wear and tear and damage by Act of God excepted.

D. Waste and Alterations. TENANT will not commit, or suffer to be committed, any waste upon said premises or any public or private nuisance, and that TENANT will not make or suffer to be made any alterations of the premises or any part thereof without the written consent of LANDLORD first had and obtained provided, however, that TENANT may remove any fixtures installed by it.

9. DAMAGE OR DESTRUCTION. If during the term of this Lease Agreement the premises or the building or other improvements in which the premises are located are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, LANDLORD shall restore the premises or the building and other improvements in which the premises are located to substantially the same condition as

///

///

they were in immediately before destruction, if the restoration can be made under the existing laws and can be completed within forty (40) working days after the date of the destruction. Such destruction shall not terminate this lease. If the restoration cannot be made in the time stated in this paragraph, then within fifteen (15) days after the parties determine that the restoration cannot be made in the time stated in this paragraph, TENANT can terminate this lease immediately by giving notice to LANDLORD. If TENANT fails to terminate this lease and if restoration is permitted under the existing laws, LANDLORD, at its election, can either terminate this lease or restore the premises or the building and other improvements in which the premises are located within a reasonable time and this lease shall continue in full force and effect. If the existing laws do not permit the restoration, either party can terminate this lease immediately by giving notice to the other party. In case of destruction, there shall be an abatement or reduction of rent between the date of destruction and the date of completion of restoration, based on the extent to which the destruction interferes with TENANT's use of premises.

Micro Fiched

10. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees, arising from any accident, injury, in, on, or about, the premises, or any part of them, and the sidewalks adjoining the premises; and LANDLORD agrees that LANDLORD shall be liable to TENANT for damage to TENANT resulting from the acts or omissions of LANDLORD or its authorized representatives.

11. CONDEMNATION.

A. Total or Substantial Taking. If title to all of the

premises is taken by condemnation for any public or quasi-public use, or if title to so much of the premises is so taken that a reasonable amount of reconstruction of the premises will not result in the premises being a practical improvement and reasonably suitable for TENANT's continued occupancy for the uses and purposes for which the premises are leased, then, in either event, this lease shall terminate on the date that possession of the premises, or part of the premises, is taken.

Micro Fiched

B. Partial Taking. If any part of the premises shall be so taken and the remaining part of the premises (after reconstruction of the then existing building in which the premises are located) is reasonably suitable for TENANT's continued occupancy for the purposes and uses for which the premises are leased, this lease shall, as to the part so taken, terminate as of the date that possession of such part is taken, and the fixed rent shall be reduced in the same proportion that the floor area of the portion of the premises so taken (less any additions to premises by reconstruction) bears to the original ground floor area of the premises. LANDLORD shall, at its own cost and expense, make all necessary repairs or alterations to the building in which the premises are located so as to constitute the portion of the building not taken a complete architectural unit. There shall be no abatement of rent during such restoration except to the extent otherwise provided in this paragraph.

C. Disposition of Award. All compensation awarded or paid upon a total or partial taking of the fee title of the premises shall belong to the LANDLORD, whether such com-

pensation be awarded or paid as compensation for diminution in value of the leasehold or of the fee; provided, however, that LANDLORD shall not be entitled to any award made to TENANT for loss of business or depreciation to and cost of removal of stock and fixtures.

D. Execution of Necessary Instruments. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this paragraph.

Micro Fiched

12. ATTORNEYS' FEES. If suit is brought by either party against the other arising out of or based upon a provision of this lease, the losing party shall pay to the prevailing party all costs of such suit and reasonable attorneys' fees which shall be fixed by the court.

13. NOTICES. All notices to be given may be given in writing by depositing the same in the United States mail, postage prepaid, and addressed to the parties as follows:

LANDLORD:

E. Reinig and R. N. Deininger
c/o Robert L. Griffith, Realtor
323 First Street (P. O. Box 126)
Woodland, California 95695

TENANT:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

14. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

15. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring

LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

16. OPTION TO TERMINATE. Either LANDLORD or TENANT can elect to terminate this lease by providing sixty (60) days notice to the other party.

Micro Fiched

17. PARAGRAPH HEADINGS. The headings and numbers used for paragraphs in this lease are for convenience and reference only and shall not be construed to alter, affect, modify, or define the paragraphs themselves, or the meaning thereof.

18. BINDING ON SUCCESSORS. The terms, covenants, and provisions of this lease shall apply to and bind the successors in interest and assigns, if any, of both the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD

E. REINIG

R. N. DEININGER

TENANT

COUNTY OF YOLO, a political subdivision of the State of California

By Linda J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Pete E. Lucas
DEPUTY

(SEAL)

APPROVED AS TO FORM
CHARLES D. MACK
COUNTY COUNSEL

DEPUTY COUNTY COUNSEL

AGREEMENT NO. 77-140

FILED
JUL 20 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of June, 1977, by and between

Abres Electric Construction, Inc.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Yolo County Airport Lighting System

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Yolo County Airport Lighting

(Plan Index No.1124 & 1125) (WO #30.00)

Approved May 24, 1977 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within 120 calendar days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1	Base Bid	Lump Sum	$20,579.00	$20,579.00
2	Alternate "A"	" "	1,965.00	1,965.00
3	Alternate "C"	" "	2,056.00	2,056.00
	TOTAL		$24,600.00	$24,600.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)
Deputy

COUNTY OF YOLO

BY
Chairman of the Board of Supervisors
7-25-77

ATTEST:

Laurence P. Henigan, Clerk

By Deputy
7-25-77

Micro Fiched

BY ABRES ELECTRIC CONSTRUCTION INC.

STR. RT. BOX 27

CAPAY, CALIFORNIA 95607

R.W.BLEAK PRESIDENT

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 278958.

AGREEMENT NO. 77-139

THIS AGREEMENT IS BETWEEN THE YOLO COUNTY PARKS & RECREATION DEPT. (HEREINAFTER CALLED "COUNTY") AND THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT (HEREAFTER CALLED "DISTRICT"). IT CONCERNS RECREATIONAL SERVICES PROVIDED BY THE COUNTY TO CHILDREN IN YOLO AND KNIGHTS LANDING DURING THE SUMMER OF 1976.

1. FOR THE PERIOD COVERED BY THIS AGREEMENT THE COUNTY AGREES TO PAY FOR AND PROVIDE THE FOLLOWING POSITIONS:

   A. STUDENT AIDES, FIVE POSITIONS AT KNIGHTS LANDING
   B. RECREATION LEADER, TWO POSITIONS AT YOLO
   C. STUDENT AIDE, TWO POSITIONS AT YOLO

Micro Fiched

THE ESTIMATED COSTS TO THE COUNTY FOR PROVIDING THESE POSITIONS, SUPPLIES, AND RELATED EMPLOYEE BENEFITS IS $2,500.

2. FOR THE PERIOD COVERED BY THIS AGREEMENT, THE DISTRICT AGREES TO PROVIDE AND THE COUNTY AGREES TO PAY FOR THE FOLLOWING POSITION AND SERVICES:

   A. RECREATION LEADER, ONE POSITION AT KNIGHTS LANDING
      JUNE 13 - JULY 22: 29 DAYS, 3 HRS DAILY@$8.85 = $769.95
      JULY 25 - AUG 12:15 DAYS, 6 HRS DAILY @ $8.85 = $796.50

   B. SUPPLEMENTARY MATERIALS, SUPPLIES AND SERVICES, AT KNIGHTS LANDING, $176.42

   C. STIPEND FOR DIRECTOR AT KNIGHTS LANDING = $110.50

   D. FOOD SERVICES AT KNIGHTS LANDING TO INCLUDE DAILY BREAKFAST, LUNCH, AND SNACK (NET OF STATE REIMBURSEMENT) $.4591 PER CHILD FOR 49 DAYS FOR 35 CHILDREN JUNE 13 - AUG 12 = $241.03

   E. BUILDINGS AND GROUNDS SUPERVISION AT COMMUNITY HIGH SCHOOL IN YOLO.
      JUNE 13 - AUG 18: 39 DAYS, 2 HRS DAILY @ $5.20 = $405.60

THE ESTIMATED COSTS TO THE COUNTY FOR THESE SERVICES PROVIDED BY THE DISTRICT IS $2,500.00

3. THE DISTRICT AGREES TO PROVIDE THE FOLLOWING FACILITIES AT BOTH THE COMMUNITY HIGH SCHOOL AT YOLO AND GRAFTON SCHOOL AT KNIGHTS LANDING WITHOUT CHARGE DURING THE TERM OF THIS AGREEMENT.

A. USE OF BOYS AND GIRLS RESTROOMS AT EACH LOCATION

B. OCCASIONAL USE OF KITCHEN FACILITY AT GRAFTON SCHOOL IN KNIGHTS LANDING

C. USE OF PLAYGROUND AREAS

D. EMERGENCY USE (ONLY) OF SCHOOL TELEPHONE

E. BUILDINGS AND GROUNDS SUPERVISION AT GRAFTON SCHOOL

Micro Fiched

4. AT THE CONCLUSION OF THE PERIOD COVERED BY THIS AGREEMENT, THE DISTRICT SHALL SUBMIT ITS REQUEST FOR PAYMENT IN WRITING AND ACCOMPANY ITS INVOICE WITH AN ITEMIZATION OF THE COSTS INCURRED IN PROVIDING THE ABOVE SERVICES. THE COUNTY AGREES TO REIMBURSE THE DISTRICT FOR PROVIDING THE ABOVE SERVICES BASED UPON THE ITEMIZATIONS SUBMITTED BY DISTRICT, NOT TO EXCEED $2,500.

5. THE PERIOD COVERED BY THIS AGREEMENT IS JUNE 13, 1977 THROUGH AUGUST 19, 1977, ON EACH OF THE 49 DAYS AND TIMES THESE SUMMER RECREATIONAL SERVICES ARE PROVIDED BY THE DISTRICT AND COUNTY.

THIS AGREEMENT SHALL BE IN EFFECT UNTIL AUGUST 19, 1977. DATED THIS 21st DAY OF JUNE, 1977, AT WOODLAND, CALIFORNIA.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR WRITTEN ABOVE.

Lenyla J. Thompson

CHAIRMAN, YOLO COUNTY BOARD OF SUPERVISORS

Approved as to Form
Charles R. Mack
County Counsel

Deputy County Counsel of Yolo County

CLERK, BOARD OF TRUSTEES
WOODLAND JOINT UNIFIED SCHOOL DIST.

FILED
Book
JUL 14 1977
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley
Deputy

AGREEMENT NO. 77-141
SCHOOL CROSSING GUARD AGREEMENT

RECEIVED
JUL 14 1977
LAURENCE P. HENIGAN, Clerk
By _____
Deputy

THIS AGREEMENT, made and entered into on 1st day of July, 1977, by and between the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, State of California, hereinafter called "State" and the COUNTY OF YOLO hereinafter called "County."

WITNESSETH:

WHEREAS, the Board of Supervisors of the County of Yolo is desirous of providing adequate protection for school pupils who are required to cross heavily traveled streets, highways, and roadways in said County; and

Micro Fiched

WHEREAS, such protection could be afforded such school pupils by placing crossing guards at various locations in said County; and

WHEREAS, the State is willing and desirous of providing such crossing guards;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards and relief guards as necessary at each of the locations shown on School Crossing Guard Location List attached hereto and by this reference made a part hereof, during the hours when pupils are walking to and from nearby schools on school days during the school year ending not later than June 30, 1978. Salaries and wages shall be at rates usual for such services, as the State may determine.

2. As consideration for the satisfactory performance of the foregoing services, County agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, OASDI contributions, and in addition shall pay an amount equal to 21.83 per cent of such reimbursable salaries and wages for general administrative expenses.

3. Not later than 30 days after the close of each month, State shall bill County for all sums due for that month and County shall promptly pay the same.

Micro Fiched

4. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefore shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 1977, to June 30, 1978, but this agreement shall be subject to termination by either party upon giving the other party thirty (30) days written notice prior to date of termination.

6. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

Dept. of California Highway Patrol Accounting Section P.O. Box 898 Sacramento, CA 95804	County of Yolo Board of Supervisors Courthouse Woodland, CA 95695

7. County shall indemnify and save harmless State, its officers and employees, from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of their agreement.

Micro Fiched

DEPT. OF CALIFORNIA HIGHWAY PATROL

By George N. Schatz
George N. Schatz, Fiscal Officer

County of YOLO

By Linda J. Thompson
(Title)

ATTEST

LAURENCE P. HENIGAN, COUNTY CLERK

By Gitte E. Lucas
Deputy

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance."

George N. Schatz

APPROVED
JUL 11 1977
BY
Asst. Chief Counsel

ATTACHMENT TO
AGREEMENT NO. 77-141

1- Westmore Oaks Elementary School
16th and Park Blvd.
West Sacramento, California

2- Elkhorn Elementary School
Cummings & Douglas
Broderick, California

3- Grafton Elementary School
State Highway 113 at 6th Street.
Knights Landing , California.

Micro Fiched

FILED

JUN 28 1977

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

AGREEMENT NO. 77-142

(Agreement for Janitorial Services for 922 Sacramento Avenue, Broderick, California)

THIS AGREEMENT made and entered into this 28th day of June, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and HOLLAND BUILDING MAINTENANCE, 2141 - 35th Street, Sacramento, CA. 95817, hereinafter called CONTRACTOR.

W I T N E S S E T H:

Micro Fiched

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to furnish sufficient personnel, with requisite skills, to provide janitorial service for the entire interior of the County of Yolo facility (Public Defender and Welfare) located at 922 Sacramento Avenue, Broderick, California, and the exterior areas adjacent to the building, as noted, under the following terms and conditions.

A. Services shall include the following functions:

1. DAILY (Five Days Per Week)

a. Empty all wastebaskets, trash receptacles, and ash trays.

b. Damp wipe all ash trays.

c. Dust desks, desk equipment, office machines, filing cabinets, tables, bookcases, etc.

d. Empty all pencil sharpeners.

e. Sweep and dust mop all uncarpeted floor areas, including store rooms.

f. Clean, disinfect, and polish wash basins, toilet bowls, urinals, and fixtures in rest rooms. Sanitize toilet seats and lids.

g. Sweep and damp mop foyer.

h. Fill towel, soap, toilet seat covers, and other dispensers. (Supplies furnished by County).

i. Damp mop rest room floors.

j. Clean entrance door glass and partition glass around foyer area.

k. Clean drinking fountains and sinks.

l. Spot wipe doors and walls, as required, to maintain cleanliness.

m. Vacuum all carpeted areas as needed.

n. Remove all accumulated trash to outside refuse collection area.

Micro Fiched

o. Maintain porch areas in neat and clean condition - sweep or hose, pick up trash and paper.

2. WEEKLY

a. Spot clean carpeted areas as necessary.

b. Vacuum fabric covered furniture. Wipe vinyl chairs with damp cloth.

c. Wet mop restrooms and foyer.

d. Dust vertical surfaces of desks, filing cabinets, chairs, cabinets, chair rails, base trim, partitions, etc.

e. Damp wipe inside of wastebaskets and trash receptacles - wash and dry, if necessary.

3. MONTHLY

a. Wash all windows inside and out, sills and casings included.

b. High dust all walls and moldings.

c. Damp wash woodwork frames and trim.

d. Machine scrub tile floors, rewax with non-slip floor wax, and maintain as required.

4. EVERY 90 DAYS

a. Vacuum fluorescent light fixtures.

b. Vacuum high air grills.

////

5. EVERY 180 DAYS

a. Steam clean all carpeted areas.

B. The period of the contract shall be from July 1, 1977 through June 30, 1978 and shall be subject to automatic renewal for an additional twelve (12) month period upon written notice of same by the Contractor thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by the COUNTY or the CONTRACTOR during the thirty (30) day period preceding the expiration date of subject contract.

Micro Fiched

C. Cleaning services shall be performed five days each week except for weekly official holidays recognized by the County.

D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance" specifying a 30 day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the 30 day period, the contract may be revoked upon 15 day written notification to the CONTRACTOR.

E. Supervisory personnel of the CONTRACTOR shall make inspections of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual services, the CONTRACTOR shall notify the Department Head, County Buildings and Grounds, telephone 666-8208 that such services are to be accomplished.

F. Unusual occurrences of problems - unlocked doors, stopped up plumbing, leaks, broken windows or fixtures,

etc. - will be reported to the Department Head specified above.

G. Supplies furnished by the COUNTY may be replenished by CONTRACTOR notification of Department Head specified above.

H. CONTRACTOR employees shall not use telephones, distrub paper on desks, in cabinets or in drawers, and shall not tamper with personal property.

I. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks - except those items of supply specified herein which are to to be provided by the COUNTY.

Micro Fiched

J. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY hereby agrees to pay the sum of TWO HUNDRED THIRTY THREE DOLLARS ($233) per month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering janitorial service.

B. EXCULPATORY CLAUSE. CONTRACTOR agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the

performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by CONTRACTOR in the performance of this contract.

Micro Fiched

C. LIABILITY INSURANCE: CONTRACTOR agrees to, at his own expense, maintain in full force a policy or policies of public liability insurance insuring COUNTY and CONTRACTOR against liability for injury for persons and property and for death of persons arising from any accident, injury or damage resulting from furnishing or supplying work, services or materials or supplies in connection with the performance of this contract. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000.00 for any one person injured or killed and not less than $300,000.00 for any one accident, and not less than $50,000.00 for property damage. CONTRACTOR shall provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days notice to COUNTY.

D. CONTRACTOR shall maintain adequate Workmen's Compensation Insurance sufficient for the protection of himself and his employees.

E. It is hereby stipulated by CONTRACTOR that he has inspected the premises and finds them to be in a safe condition.

/ / / /

/ / / /

/ / / /

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Lynda J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

DAMRON P. HENIGAN, CLERK

BY Peter E. Lucas

(SEAL)

Micro Fiched

HOLLAND BUILDING MAINTENANCE

BY James E. Holland

FILED

JUN 28 1977

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

AGREEMENT NO. 77-143

(Agreement for Janitorial Services for 904 Sacramento Avenue, Broderick, CA)

THIS AGREEMENT made and entered into this 28th day of June, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and RELIABLE MAINTENANCE, 511 Maple Street, West Sacramento, CA. 95691, hereinafter called CONTRACTOR.

W I T N E S S E T H:

Micro Fiched

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide all labor, equipment and supplies to provide the following janitorial services at the indicated intervals to the entire interior of the County of Yolo facility (Elkhorn Library) located at 904 Sacramento Avenue, Broderick, California, and the exterior doorways and entrances to the building, as noted, under the following terms and conditions:

A. Services shall include:

1. TWICE WEEKLY (Tuesdays & Fridays)

a. Empty and clean all trash receptacles.

b. Empty all pencil sharpeners

c. Dust desks, counters, tables, chairs, filing cabinets, window sills, ledges and other flat surfaces.

d. Sweep and dust mop all floor areas.

e. Clean entrance door glass inside and out.

f. Replace light bulbs and fluorescent tubes as needed. (Supplies furnished by County).

g. Place trash out for pickup.

2. WEEKLY

a. Wet mop all floors.

b. Re-coat as needed with floor finish.

c. Clean woodwork and walls as needed

d. Dust Venetian blinds.

e. Vacuum rugs on both sides.

f. Damp wipe metal and vinyl chairs.

3. MONTHLY

a. Wash all windows inside and out, including sills, casings, screens, and blinds.

b. Reverse braided rugs.

Micro Fiched

4. ANNUAL

a. Steam clean area rugs on both sides.

b. Clean air vents and adjacent areas.

B. The period of the contract shall be from July 1, 1977, through June 30, 1978, and shall be subject to automatic renewal for an additional twelve month period upon written notice of same by the CONTRACTOR thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by the COUNTY or the CONTRACTOR during the thirty (30) day period preceding the expiration date of subject contract.

C. Cleaning services shall be performed twice each week on Tuesdays and Fridays. If an official holiday falls on Tuesday or a Friday, the cleaning service is to be performed the day before.

D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance" specifying a 30 day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the 30 day period, the contract may be revoked upon 15 day written notification to the CONTRACTOR.

E. Supervisory personnel of the CONTRACTOR shall make

inspections of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual services, the CONTRACTOR shall notify the Department Head, County Buildings and Grounds, telephone 666-8208 that such services are to be accomplished.

Micro Fiched

F. Unusual occurrences or problems - unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc. - will be reported to the Department Head specified above.

G. Supplies furnished by the County may be replenished by CONTRACTOR notification of Department Head specified above.

H. CONTRACTOR employees shall not use telephones, distrub paper on desks, in cabinets or in drawers, and shall not tamper with personal property.

I. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks - except those items of supply specified herein which are to be provided by the County.

J. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

K. CONTRACTOR shall provide necessary containers to convey trash to outside refuse collection point.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY hereby agrees to pay the sum of SIXTH THREE DOLLARS ($63.00) per month.

/ / / /

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. in the performance of the work, duties and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering janitorial service.

Micro Fiched

B. EXCULPATORY CLAUSE. CONTRACTOR agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by CONTRACTOR in the performance of this contract.

C. LIABILITY INSURANCE: CONTRACTOR agrees to, at his own expense, maintain in full force a policy or policies of public liability insurance insuring COUNTY and CONTRACTOR against liability for injury for persons and property and for death of persons arising from any accident, injury or damage resulting from furnishing or supplying work, services or materials or supplies in connection with the performance of this contract. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000.00 for any one person injured or killed and not less than $300,000.00 for any one accident, and not less than $50,000.00 for property damage. CONTRACTOR shall

provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days notice to COUNTY.

D. CONTRACTOR shall maintain adequate Workmen's Compensation Insurance sufficient for the protection of himself and his employees.

Micro Fiched

E. It is hereby stipulated by CONTRACTOR that he has inspected the premises and finds them to be in a safe condition.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

RELIABLE MAINTENANCE

BY _____

FILED

JUN 28 1977

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

AGREEMENT NO. 77-144

(Agreement for Janitorial Services for 129 W. Main Street, Woodland, California)

THIS AGREEMENT made and entered into this 28th day of June, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and RELIABLE MAINTENANCE, 511 Maple Street, West Sacramento, CA. 95691, hereinafter called CONTRACTOR.

W I T N E S S E T H:

Micro Fiched

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide all labor, equipment and supplies to provide the following janitorial services at the indicated intervals to the entire interiors of the County of Yolo Maternal and Child Health facility located at 129 West Main Street, Woodland, California, and the concrete area immediately adjacent to the front entrance door, as noted, under the following terms and conditions:

A. Services shall include the following functions:

1. DAILY (Two days per week)

a. Empty ash trays and clean.

b. Empty wastebaskets.

c. Dust office equipment and horizontal surfaces of desks, chairs, bookcases, filing cabinets, etc.

d. Vacuum all carpeted areas.

e. Spot clean walls and carpets as required.

f. Clean, polish and disinfect wash basins, toilets, etc., in rest rooms.

g. Damp mop restroom floors.

h. Remove accumulated trash.

i. Sweep concrete area adjacent to front entrance door.

/ / / /

2. MONTHLY

a. High dust ceilings, moldings and light fixtures.

b. Vacuum fabric covered furniture.

c. Damp wipe vinyl furniture.

d. Damp wipe wastebaskets, if necessary.

e. Wash all windows inside and out.

3. ANNUALLY

a. Steam clean all carpets.

Micro Fiched

B. The period of the contract shall be from July 1, 1977, through June 30, 1978, and shall be subject to automatic renewal for a twelve (12) month period upon written notice of same by CONTRACTOR thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by COUNTY or CONTRACTOR during the thirty (30) day period preceding the expiration date of subject contract.

C. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance" specifying a thirty (30) day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the thirty (30) day period, the contract may be revoked upon fifteen (15) day written notification to CONTRACTOR.

D. Unusual occurrences or problems - unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc. - will be reported to the Department Head, County Buildings and Grounds, telephone 666-3208.

E. CONTRACTOR employees shall not use telephones, disturb papers on desks, in cabinets, or in drawers, and shall not tamper with personal property.

F. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks.

G. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY hereby agrees to pay the sum of SIXTY-EIGHT ($68.00) DOLLARS per month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

Micro Fiched

A. In the performance of the work, duties and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering janitorial service.

B. CONTRACTOR agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CONTRACTOR in the performance of this contract.

C. During the term of this agreement, CONTRACTOR shall, at his own expense, maintain in full force a policy or policies of public liability insurance insuring COUNTY and CONTRACTOR against liability for injury for persons and property and for death of persons arising from

any accident, injury or damage resulting from furnishing or supplying work, services or materials or supplies in connection with the performance of this contract. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000 for any one person injured or killed and not less than $300,000 for any one accident, and not less than $50,000 for property damage. CONTRACTOR shall provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days notice to COUNTY.

Micro Fiched

D. CONTRACTOR shall maintain adequate Workman's Compensation insurance sufficient for the protection of himself and his employees.

E. It is hereby stipulated by CONTRACTOR that he has inspected the premises and finds them to be in a safe condition.

F. No alteration or variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto and no oral understandings or agreements not incorporated herein, no alterations or variations in the terms hereof unless so made, shall be binding on the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Lucile J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Lila E. Lucas
DEPUTY

(SEAL)

Micro Fiched

RELIABLE MAINTENANCE

BY Otto H. Spruch

To:

Auditor
County Counsel
Clayton
Health
Mental Health
Purchasing
Public Works
Gordon & Wilbur

BOARD OF SUPERVISORS
Yolo County, California

RECORD-Agreement

Date: June 28, 1977
Entry No. 27

File:

SEE:
AGREEMENT BOOK NO. 39

Micro Fiched

MINUTE ORDER NO. 77-836: ACCEPTED THE BID OF GORDON AND WILBER, THE SUCCESSFUL BIDDER, FOR A TOTAL OF $48,500.00, TO PERFORM THE NECESSARY WORK AND SUPPLY THE NECESSARY MATERIALS FOR THE CONVERSION OF THE FORMER O.B. WARD AT THE YOLO GENERAL HOSPITAL TO THE YOLO COUNTY DETOXIFICATION FACILITY, IN ACCORDANCE WITH THE BID FILED WITH THE CLERK, AND AUTHORIZED THE CHAIRMAN OF THE BOARD TO SIGN AGREEMENT NO. 77-145 WHEN IT IS PRESENTED FOR SIGNATURE.

Upon motion of Supervisor Marchand, seconded by Supervisor Duncan, and duly carried, the above Minute Order/and Agreement were approved by the following vote:

Ayes: Duncan, Barton, Edmonds, Marchand, Thompson.

Noes: None.

Absent: None.

41

ORIGINAL

FILED

JUN 28 1977

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

AGREEMENT NO. 77-146

(Extension of Lease Agreement)

THIS EXTENSION OF LEASE AGREEMENT is made on June 28, 1977, between WILLIAM A. WILLIAMS and PATRICIA M. WILLIAMS ("LANDLORD") whose address is 718 Oeste Drive, Davis, California 95616, and the COUNTY OF YOLO, a political subdivision of the State of California ("TENANT") who agree as follows:

Micro Fiched

RECITALS

This extension of lease agreement is made with reference to the following facts and objectives:

1. LANDLORD and TENANT entered into a written Lease Agreement dated December 3, 1976, known as Yolo County Agreement No. 76-321.
2. In said Agreement 76-321, LANDLORD leased to TENANT, and TENANT leased from LANDLORD, premises identified as 580 Kentucky Avenue, Woodland, California 95695.
3. The term of the lease expires on June 30, 1977.
4. The parties desire to extend the term of the lease for an additional period of one year.

AGREEMENTS

1. Extension of Term. The term of the lease shall be extended for an additional period of one year from and after July 1, 1977, so that the term of the lease shall extend to and including June 30, 1978.
2. Monthly Rent. Commencing July 1, 1977, monthly rent for the extended term shall be increased to FOUR HUNDRED ($400) DOLLARS from THREE HUNDRED SEVENTY-FIVE ($375) DOLLARS and shall be payable pursuant to the provisions of the lease.
3. Effectiveness of Lease Agreement. Except as set forth in this extension of lease agreement, all of the provisions of the lease shall remain unchanged and in full force and effect.

4. TENANT will water yard trees and plants and mow lawn.

IN WITNESS WHEREOF, the parties hereto have executed this Extension of Lease Agreement the day and year first above written.

TENANT

COUNTY OF YOLO, a political subdivision of the State of California

Linda J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Peter E. Lucas
Deputy

(SEAL)

Micro Fiched

LANDLORD

William A Williams
WILLIAM A. WILLIAMS

M. Patricia Williams
PATRICIA M. WILLIAMS

APPROVED AS TO FORM
CHARLES R. HACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

FILED
JUL 13 1977
LAURENCE P. HENIGAN, Clerk
By Barbara P. Logan Deputy

RECEIVED
JUL 13 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 77-147

(Agreement for Receiving Home for Dependent and Neglected Children)

THIS AGREEMENT is entered into this 28th day of June, 1977 in the State of California by and between the County of Yolo, a political subdivision, hereinafter referred to as COUNTY, and James Griffis and Joanne Griffis, hereinafter referred to as PROVIDER, in accordance with Section 30-309.7 of the regulations of the California State Department of Health for the purpose of making provision for shelter care for children requiring temporary emergency care outside their own home through the purchase of care.

Micro Fiched

PROVIDER RESPONSIBILITIES

1. PROVIDER at all times during the term of this agreement shall provide and keep available at their private home, located at Route 3, Box 630, Woodland, California, accomodations for a maximum of isx (6) foster children in accordance with the terms of the PROVIDER'S boarding home license, which shall be renewed and kept current during the term of this agreement.

2. PROVIDER shall receive at any hour of the day or night, on a seven-days-per-week basis, any person under the age of 18 years who is taken into temporary custody as a neglected, abused, destitute, or homeless child, provided that PROVIDER reserves the right to refuse to accept and to request removal of any child whose physical condition or dangerous propensities, in the opinion of the PROVIDER, would imperil the property or person of others in the home.

3. PROVIDER shall accomodate, as preplanned with the County Welfare Department, children accepted for temporary shelter care with the voluntary consent of parents or guardians, and dependent children of the Juvenile Court in need of interim care pending suitable foster care placement, when there are vacancies in the home within licensing limitations.

4. PROVIDER shall provide each child so placed with care suitable to the child's needs, including room and board, recreation, transportation, incidentals, and available public education, but excluding clothing, dental and medical care. PROVIDER shall provide substitute parenting appropriate to each child, including nurture, training, constructive discipline, and supervision.

5. PROVIDER shall cooperate in visiting arrangements between child and parents or prospective foster parents, shall encourage the child's relationships with natural family members, help with transition of the child to foster care placement or to return to home, and shall surrender the child to the person designated, as planned by the County Welfare Department.

Micro Fiched

6. PROVIDER shall maintain records available to the County Welfare Department showing the name, date, time, placing agent, and other indicated information for each child placed and discharged from the home. PROVIDER shall retain such records and make them available for inspection for three years in event of termination of the agreement.

7. PROVIDER shall inform the County Welfare Department as soon as possible, but no later than the first working day thereafter, when a child is admitted to the PROVIDER'S home for shelter care.

8. PROVIDER shall notify the County Welfare Department promptly of any expected absence from the home, change of conditions, or other circumstances which might affect the suitability or availability of the home for placement of children.

9. PROVIDER shall abide by the Civil Rights Act of 1964 and any other Federal or State legislation which prohibits discrimination on grounds of sex, race, religion, or ethnic background in hiring employees or providing the

service for which this agreement is written.

10. PROVIDER shall, throughout the period of this agreement, provide home owner's liability or foster parent's insurance specifically insuring foster children residing in the home. They shall additionally provide automobile insurance covering all bodily injury and property liability incurred during the performance of this agreement with minimum coverage as required by State law.

11. PROVIDER shall indemnify the COUNTY, or anyone directly or indirectly involved with the COUNTY, in the performance of this agreement against all claims and losses resulting from such performance.

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12. PROVIDER shall furnish the County Welfare Department with an account of expenses and income of the PROVIDER'S shelter care operation annually, on or before April 1, in such form as the Department may require for the purpose of evaluating whether the service for which this agreement is made is being provided efficiently and at reasonable cost.

COUNTY RESPONSIBILITIES:

1. In consideration of the performance of the foregoing service, COUNTY shall pay to PROVIDER the sum of $2,800.00 per month upon presentation of a claim for the month, upon completion of the month of service.

2. COUNTY, through the County Welfare Department, shall notify PROVIDER in advance of placement insofar as possible, and shall make available whatever information is known concerning the background and needs of the child, as well as any dangerous propensities of the child, as soon as such information is obtained.

3. The County Welfare Department shall act promptly to remove any child whose physical condition or dangerous propensities, in the opinion of the PROVIDER, would imperil the property or person of others in the home.

The Welfare Department shall act promptly, upon request of PROVIDER, to remove any child placed in excess of the PROVIDER'S boarding home license limitations.

4. COUNTY, through County Welfare Department, shall provide for the clothing, dental and medical care of any child placed under this agreement, and shall act promptly to authorize clothing and certify for dental/medical care to which the child is eligible, or otherwise arrange through parents, relatives, or other resources that such needs shall be met.

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5. COUNTY, through County Welfare Department, shall provide social services to make a plan for the child, to arrange for visiting, to provide consultation regarding problems, to assist the child in use of the shelter care experience and in making the transition to foster care placement or return to home.

6. COUNTY, through County Welfare Department, shall designate the staff person to whom the PROVIDER may report new admissions, relay complaints, and request services on behalf of the children, as well as provide notification of circumstances effecting the suitability or availability of the home.

RESPONSIBILITIES OF ALL PARTIES

1. All parties to this agreement shall keep confidential all information concerning any child placed in PROVIDER'S home and shall make use of such information judiciously in the best interests of the child and for the administration of social services. PROVIDER shall require all employees and family members who have access to confidential information to comply with this provision.

2. This agreement contains all the terms agreed upon by the parties. It may be amended or modified by consent of the parties in writing, and may be terminated by consent of all parties without notice, or by either party with 90 days notice. Any assignment or subcontract related to the service

for which this agreement is written shall require prior written consent of all parties.

3. This agreement shall be governed and construed in accordance with all of the laws of the State of California in addition to any cited herein, and shall be binding on the parties for a period of one year from July 1, 1977, subject to reneval on July 1, 1978.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year herein written.

DATE: June 28th, 1977.

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COUNTY OF YOLO, a political subdivision of the State of California

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY: _____
DEPUTY

PROVIDER:

_____
JAMES GRIFFIS

_____
JOANNE GRIFFIS

ATTACHMENT #1

ESTIMATED & ACTUAL OPERATING EXPENSES OF THE YOLO COUNTY RECEIVING HOME, 1976/77-1977/78

	1977-78 Estimate	1976 Actual
Expenses shared with Griffis family		Micro Fiched
Housing		
Mortrage, 1st & 2nd (1/2 x $4,552.92)	$2,276.46	$2,276.45
Real estate tax (1/2 x $1,250.00)	625.00	505.50
Insurance, home owners (1/2 x $300.00)	150.00	138.00
Home repairs (1/2 x $704.00)	352.00	734.15
Home maintenance (1/2 x $608.00)	304.00	231.00
Utilities		
Electricity, house (1/2 x $1,130.00)	565.00	428.23
Electricity, water pump (1/2 x $76.00)	38.00	28.48
Fuel, oil (1/2 x $886.00)	443.00	335.73
Fuel, wood (1/2 x $140.00)	70.00	--
Household furnishings repair (1/2 x $122.00)	61.00	61.05
Appliance repair & replacement (1/2 x $180.00)	90.00	90.18
House cleaning supplies (1/2 x $400.00)	200.00	181.65
Playground maintenance (1/2 x $204.00)	102.00	93.00
Subtotal	$5,276.46	$5,103.42
Expenses attributable to Receiving Home operation only		
Food @ $3.50/day x 1421 child days (7 year average)	$4,973.50	$3,573.50
Telephone ($16.30 less $7.00 family rate = $9.30 x 12 mos)	111.60	111.60
Long distance calls for foster children	51.00	51.42
Automobile (second car for Receiving Home operation)		
Payments (leased @ $115/month for 1977/78)	1,380.00	1,730.70
Gas and oil (10,000 miles)	762.00	747.43
Maintenance and repairs	230.00	770.00
Registration	48.00	48.00
Insurance	310.00	281.93
Supplies and equipment		
Dishes, glassware, tableware	52.00	47.08
Linens	174.00	158.22
Toilet articles, first aid supplies	177.00	161.10
Bedclothes, emergency clothing supplies	52.00	47.29

	1977-78 Estimate	1976 Actual
Expenses attributable to Receiving Home operation only(Cont'd)		
Recreation & education		Micro Fiched
Playground equipment repair and replacement	$ 100.00	
Bicycle repair and replacement	100.00	
Toys, crafts, school supplies, games, etc. @ $2.50/child x 113 children (7 year average)	282.50	$ 307.91
Holiday and birthday gifts/treats	73.00	75.00
Entertainment and allowances	445.00	445.24
Employees		
Housekeeper/mother's helper @ $2.50 x 30 hrs. x 52 weeks	3,900.00	3,723.65
Sitter @ $2.50 x 10 hrs. x 52 weeks	1,300.00	
OASDI @ 5.85%	304.20	178.74
Workman's Compensation Insurance @ $5.07/$100	263.64	200.00
Unemployment insurance @ 3.6%	187.20	134.05
Advertising	11.00	6.50
Office expenses		
Bookkeeper/accountant fees	1,033.00	988.00
Stationery, postage, etc.	64.00	57.94
Subtotal	$16,384.64	$13,835.30
Total	$21,661.10	$18,938.72
Gross Income (Proposed $2,800/month x 12)	$33,600.00	$26,400.00
Net Income (annual salary equivalent)	11,938.90	7,461.28
Monthly equivalent (Net ÷ 12	994.91	621.77

FILED

JUL - 6 1977

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

AGREEMENT NO. 77-148

OK

This agreement is between the Yolo County Parks and Recreation Department (hereafter called "County" and the Woodland Joint Unified School District (Hereafter called "District"). It concerns recreational services provided by the County to children in Yolo and Knights Landing during the summer of 1977.

1. For the period covered by this agreement the County agrees to pay for and provide the following positions:

a. Recreation Leader, one position at Yolo.

The estimated cost to the County for providing these positions supplies and related employee benefits is $2700.

2. For the period covered by this agreement the District agrees to provide and the County agrees to pay for the following position and services:

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a. Recreation leader, one position at Knights Landing
June 13-Aug.12: 44 days, 3 hours daily @$8.85 = $1168.20
Aug. 15-Aug.19: 5 days, 6 hours daily @ 8.85 = $ 265.50

b. Supplementary materials, supplies and services, at Knights Landing, $608.70.

c. Food Services at Knights Landing, Aug. 15-19.

d. Custodial Services for buildings and Grounds at Community High School in Yolo.
June 13-Aug. 19 : 44 days, 2 hours daily @ 5.20 = 457.60

The estimated costs to the County for these services provided by the District is $2700.00.

3. The District agrees to provide the following facilities at both the Community High School at Yolo and Grafton School at Knights Landing without charge during the term of this agreement.

a. Use of one classroom facility at each location for storage and minimal indoor activity.
b. Use of boys and girls restrooms at each location.
c. Occasional use of kitchen facility at Grafton School in Knights Landing.

d. Use of playground areas.
e. Emergency use (only) of school telephone.

f. Custodial Services for buildings and Grounds at Grafton School.

3. At the conclusion of the period covered by this agreement, the District shall submit its request for payment in writing and accompany its invoice with an itemization of the costs incurred in probiding the above services. The County agrees to reimburse the District for providing the above services based upon the itemizations submitted by District not to exceed $2700.00

4. The period covered by this agreement is June 13, 1977 through August 19, 1977, on each of the 49 days and times these summer recreational services are provided by the District and County.

This agreement shall be in effect until August 19, 1977.

Dated this 28th day of June, 1977 at Woodland California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written above.

Douglas J. Thompson
CHAIRMAN, YOLO COUNTY BOARD OF SUPERVISORS

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Roy F. Hisey
CLERK, BOARD OF TRUSTEES
WOODLAND JOINT UNIFIED SCHOOL DISTRICT

RECEIVED
JUL 1977
LAURENCE P. HENIGAN, Clerk
By

FILED
JUL 27 1977
LAURENCE P. HENIGAN, Clerk
By

AGREEMENT NO. 77-149

AMENDMENT TO AGREEMENT

THIS AGREEMENT is entered into on June 29, 1977, between the California Department of Navigation and Ocean Development (DEPARTMENT) and the County of Yolo (APPLICANT).

I.

DEFINITIONS

PREVIOUS AGREEMENT - That agreement between DEPARTMENT and APPLICANT dated September 24, 1973.

EXHIBIT B - The report prepared by DEPARTMENT and incorporated herein, dated June, 1977, entitled "Addendum, Broderick Launching Facility Feasibility Report", which sets forth the justification of a $16,000 grant for the extension of the small boat launching ramp at Broderick, said extension hereinafter referred to as PROJECT.

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II.

RECITALS

1. The California State Legislature, in its 1976 Regular Session by enactment of Item 259(r) of Chapter 320, appropriated the sum of $100,000 for the purpose of emergency ramp extensions.

2. Because unusually low water levels are anticipated for the Sacramento River, DEPARTMENT has determined that a $16,000 ramp repair grant to APPLICANT for PROJECT is desirable.

III.

GENERAL TERMS

The parties mutually agree:

1. That so much of paragraph 1 of PREVIOUS AGREEMENT as reads by amendment "TWO HUNDRED FORTY THOUSAND DOLLARS ($240,000)" be deleted and the following substituted therefor: "TWO HUNDRED FIFTY-SIX THOUSAND DOLLARS

COURT PAPER
STATE OF CALIFORNIA
STD. 113 (REV. 8-72)
059

($256,000)."

2. That so much of paragraph 8 of PREVIOUS AGREEMENT as reads "May 15, 1976" be deleted and the following substituted therefor: "December 15, 1977".

3. That so much of paragraph 9 of PREVIOUS AGREEMENT as reads "June 30, 1976" be deleted and the following substituted therefor: "January 30, 1978".

4. That so much of paragraph 12 of PREVIOUS AGREEMENT as reads "May 1, 1976" be deleted and the following substituted therefor: "December 1, 1977".

5. Save and except as herein amended, said PREVIOUS AGREEMENT shall remain in full force and effect.

STATE OF CALIFORNIA
DEPARTMENT OF NAVIGATION AND
OCEAN DEVELOPMENT

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By Margaret Merrick

7/1/77
Date Signed

COUNTY OF YOLO

By Ernest J. Thompson
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

June 28, 1977
Date Signed

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

Margaret Merrick
Director

Approved as to Form
Dated .....
County Counsel of Yolo County

FORM | POLICY | BUDGET
Department of General Services
APPROVED
JUL 25 1977
ORIGINAL SIGNED BY
BY THOMAS H. CLAYTON
Asst. Chief Counsel

COURT PAPER
STATE OF CALIFORNIA
STD. 113 (REV. 8-72)

DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT

CONTRACT # 6-21-179 with COUNTY OF YOLO

APPROPRIATION DATA CH. 320/76, ITEM 259(r) F.Y. 1976-77

FUND HARBORS AND WATERCRAFT REVOLVING FUND

Line Item Allotment GRANT - RAMP EXTENSION (BRODERICK)

Amount of this estimate $ 16,000.00

Unencumbered Balance after posting this estimate $

I certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

6/30/77
Date

Accounting Officer

ADDENDUM

BRODERICK LAUNCHING FACILITY

FEASIBILITY REPORT

$16,000

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JUNE, 1977

*ADDENDUM TO DNOD
BRODERICK LAUNCHING FACILITY
FEASIBILITY REPORT, SEPTEMBER 1973

EXHIBIT B

ADDENDUM TO

BRODERICK BOAT LAUNCHING FACILITY

FEASIBILITY REPORT

PURPOSE

The purpose of this addendum is to justify the engineering, economic and financial aspects of a $16,000 emergency grant to the County of Yolo to extend the boat launching ramp at Broderick.

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PROJECT DESCRIPTION

The Broderick boat launching facility is located on the Sacramento River and lies north of Sacramento. The facility was developed through a grant of $240,000 from the Department of Navigation and Ocean Development to the County of Yolo; the facility consists of a paved parking area, rest room, boarding floats and a two-lane concrete ramp.

ENGINEERING CONSIDERATIONS

Due to drought conditions, the water level of the Sacramento River is unusually low and the launch ramp is unusable at low tides. The extension of the ramp will again open the facility to boating activity at low tides and does not present any unique engineering problems and is engineeringly feasible.

ECONOMIC CONSIDERATIONS

The present worth of benefits as calculated in the Broderick Launching Facility Report, dated September, 1973, have remain unchanged at $775,200; however, the present worth of costs have increased to $288,600. Therefore, the emergency grant of $16,000 to extend the launching ramp at Broderick is economically justified by a benefit-cost ratio of 2.69 to 1.00.

FINANCIAL FEASIBILITY

The County of Yolo operates the project at no cost to the State.

CONCLUSION

An emergency grant in the amount of $16,000 to the County of Yolo to extend the ramp at the Broderick boat launching facility is engineeringly, economically and financially justified.

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FILED
JUN 29 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 77-150

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 29th day of June, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and WILLIAM STANSELL, M.D., hereinafter referred to as PHYSICIAN.

W I T N E S S E T H:

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RECITALS:

1. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of the Sheriff and/or inmates of the County Jail.

2. PHYSICIAN is a duly qualified and licensed physician and surgeon, and by this agreement COUNTY retains his services as an independent contractor.

AGREEMENTS:

1. PHYSICIAN agrees to perform the following medical services:

   A. Provide medical care as requested by the Director of Health to inmates of the County Jail, or persons in the custody of the **Sheriff.** Said services shall be rendered between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday or other times as necessary due to emergency or scheduling requirements.

   B. On behalf of the Director of Health, to serve as preceptor for the Family Nurse Practitioner based at the County Jail. PHYSICIAN shall provide appropriate medical supervision for said Family Nurse Practitioner. Said Medical Supervision by PHYSICIAN shall include an inspection of the written records maintained by said Family Nurse Practitioner at the County Jail on each patient no less than one (1) time each week. Said supervision shall also include

regular verbal discussion of selected cases, and review of diagnostic and treatment protocols. PHYSICIAN shall be responsible for the quality of care given to persons in the custody of the Sheriff and/or inmates of the County Jail and Branch Jail, whether by himself, his designated replacement or the Family Nurse Practitioner. PHYSICIAN or his designated replacement shall be available to said Family Nurse Practitioner by telephone communication or in person between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, inclusive.

C. Serve as advisor to Sheriff's Department on matters relating to medical care of inmates and the medical service provisions of the Minimum Standards for Local Detention Facilities promulgated by the State Board of Correction (15 CAC § 1161 et seq.).

D. PHYSICIAN shall provide between twenty and thirty hours of service per month as needed to perform the duties specified in paragraphs A, B, and C of this section and the performance of the emergency medical services required by paragraph E of this section.

E. On behalf of the County Medical Officer, PHYSICIAN or his designated replacement, who shall be a duly qualified and licensed physician, is to be on call twenty-four (24) hours per day for the rendition of medical emergency services or telephone consultation at the discretion of the physician to inmates of the County Jail and/or persons in the custody of the Sheriff. PHYSICIAN'S designated replacement shall be approved in advance by the Health Officer of County in writing.

F. PHYSICIAN agrees to give one week's notice of any

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planned absence and to provide and compensate a substitute during such absence.

G. PHYSICIAN shall maintain a policy of professional liability insurance with policy limits of $1,000,000 for each occurrence with the County named as a party insured.

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2. COUNTY shall pay PHYSICIAN for services rendered hereunder the sum of SIX HUNDRED DOLLARS ($600) per month as compensation for services rendered. Said payment shall be made by COUNTY to PHYSICIAN upon his submission of a monthly claim to COUNTY. Said claim shall be countersigned and approved by the Health Officer of the COUNTY and the County Sheriff. Notwithstanding the foregoing, in the event PHYSICIAN renders services in excess of twenty hours in any one month, he shall be compensated for such hours of service performed in excess of twenty at the rate of TWENTY DOLLARS ($20) per hour. However, in no event shall PHYSICIAN be paid more than EIGHT HUNDRED DOLLARS ($800) in any one month.

3. The term of this agreement shall commence on July 1, 1977, and shall terminated on June 30, 1978.

4. Any notice to be given PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address, or at Yolo County Health Department, 10 Cottonwood Street, Woodland, California 95695.

5. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his

work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner. Micro Fiched

6. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an independent contractor by the County of Yolo to provide medical care at the County Jail for persons in custody of the Sheriff or inmates of the Branch Jail. As a contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at above facilities.

7. Services have heretofore been rendered to COUNTY in contemplation of this Agreement which shall be paid by COUNTY.

8. Either party may terminate this contract upon delivery to the other party of thirty (30) days' written notice of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Lucile J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers Deputy

(SEAL)

Original signed:
William Stansell, M.D.
WILLIAM STANSELL, M.D.

TO:

Auditor
County Counsel
Clayton
Employees Association
Management Association
Deputy Sheriff's Association
Attorneys Association

BOARD OF SUPERVISORS
Yolo County, California

Date: July 1, 1977
Entry No. 2

File:

Micro Fiched

SEE:
AGREEMENT BOOK NO. 39

MINUTE ORDER NO. 77-871: ORDERED THE FOLLOWING:

1- APPROVED AGREEMENT NO. 77-151, A MEMORANDUM OF UNDESTANDING WITH THE YOLO COUNTY GOVERNMENT EMPLOYEES ASSOCIATION, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.

2- APPROVED AGREEMENT NO. 77-152, A MEMORANDUM OF UNDERSTANDING WITH THE YOLO COUNTY DEPUTY SHERIFFS ASSOCIATION, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.

3- APPROVED AGREEMENT NO. 77-153, A MEMORANDUM OF UNDERSTANDING WITH THE YOLO COUNTY MANAGEMENT ASSOCIATION, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.

4- APPROVED AGREEMENT NO. 77-154, A MEMORANDUM OF UNDERSTANDING WITH THE YOLO COUNTY ATTORNEYS ASSOCIATION, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.

5- THE PORTIONS OF THE PREMIUMS, DUES, OR CHARGES OF ELIGIBLE OFFICERS OR EMPLOYEES OF THE COUNTY NOT IN EMPLOYEE REPRESENTATION UNITS AND WHO CHOOSE TO PARTICIPATE IN AN APPROVED PLAN PROVIDING HOSPITAL, MEDICAL, AND SURGICAL BENEFITS TO BE PAID BY THE COUNTY COMMENCING AUGUST 1, 1977, IS THE AMOUNT OF PREMIUMS FOR THE ELIGIBLE OFFICER OR EMPLOYEE AND ONE (1) DEPENDENT, BASED ON THE PROVISIONS ESTABLISHED BY PACIFIC STANDARD LIFE INSURANCE COMPANY COMMENCING AUGUST 1, 1977. THE OFFICER OR EMPLOYEES PARTICIPATING IN AN APPROVED PLAN SHALL PAY ANY ADDITIONAL PREMIUM, INCLUDING ANY INCREASE ESTABLISHED BY PACIFIC STANDARD LIFE INSURANCE COMPANY.

6- THE PORTION OF THE PREMIUMS OF ELIGIBLE COUNTY OFFICERS OR EMPLOYEES WHO ARE NOT COVERED BY A MEMORANDUM OF UNDERSTANDING IN AN APPROVED PLAN PROVIDING DENTAL BENEFITS TO BE PAID BY THE COUNTY COMMENCING JULY 1, 1977 IS THE PREMIUM FOR EACH ELIGIBLE OFFICER OR EMPLOYEE. THE OFFICER OR EMPLOYEE SHALL PAY ANY ADDITIONAL PREMIUM CHARGED BY THE CARRIER FOR DEPENDENTS.

Upon motion of Supervisor Barton, seconded by Supervisor Edmonds, and duly carried, the above Minute Order and Agreements were approved by the following vote:

Ayes: Duncan, Barton, Edmonds, Marchand, Thompson.

Noes: None. Absent: None.

TO:

Auditor
County Counsel
Clayton
Employees Association
Management Association
Deputy Sheriff's Association
Attorneys Association

BOARD OF SUPERVISORS
Yolo County, California

Date: July 1, 1977
Entry No. 2

File:

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Ayes: Duncan, Barton, Edmonds, Marchand, Thompson.

Noes: None. Absent: None.

TO:

Auditor
County Counsel
Clayton
Employees Association
Management Association
Deputy Sheriff's Association
Attorneys Association

BOARD OF SUPERVISORS
Yolo County, California

Date: July 1, 1977
Entry No. 2

File:

SEE:
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Micro Fiched

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4- APPROVED AGREEMENT NO. 77-154, A MEMORANDUM OF UNDERSTANDING WITH THE YOLO COUNTY ATTORNEYS ASSOCIATION, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.

5- THE PORTIONS OF THE PREMIUMS, DUES, OR CHARGES OF ELIGIBLE OFFICERS OR EMPLOYEES OF THE COUNTY NOT IN EMPLOYEE REPRESENTATION UNITS AND WHO CHOOSE TO PARTICIPATE IN AN APPROVED PLAN PROVIDING HOSPITAL, MEDICAL, AND SURGICAL BENEFITS TO BE PAID BY THE COUNTY COMMENCING AUGUST 1. 1977, IS THE AMOUNT OF PREMIUMS FOR THE ELIGIBLE OFFICER OR EMPLOYEE AND ONE (1) DEPENDENT, BASED ON THE PROVISIONS ESTABLISHED BY PACIFIC STANDARD LIFE INSURANCE COMPANY COMMENCING AUGUST 1, 1977. THE OFFICER OR EMPLOYEES PARTICIPATING IN AN APPROVED PLAN SHALL PAY ANY ADDITIONAL PREMIUM, INCLUDING ANY INCREASE ESTABLISHED BY PACIFIC STANDARD LIFE INSURANCE COMPANY.

6- THE PORTION OF THE PREMIUMS OF ELIGIBLE COUNTY OFFICERS OR EMPLOYEES WHO ARE NOT COVERED BY A MEMORANDUM OF UNDERSTANDING IN AN APPROVED PLAN PROVIDING DENTAL BENEFITS TO BE PAID BY THE COUNTY COMMENCING JULY 1, 1977 IS THE PREMIUM FOR EACH ELIGIBLE OFFICER OR EMPLOYEE. THE OFFICER OR EMPLOYEE SHALL PAY ANY ADDITIONAL PREMIUM CHARGED BY THE CARRIER FOR DEPENDENTS.

Upon motion of Supervisor Barton, seconded by Supervisor Edmonds, and duly carried, the above Minute Order and Agreements were approved by the following vote:

Ayes: Duncan, Barton, Edmonds, Marchand, Thompson.

Noes: None. Absent: None.

TO:

Auditor
County Counsel
Clayton
Employees Association
Management Association
Deputy Sheriff's Association
Attorneys Association

BOARD OF SUPERVISORS
Yolo County, California

Date: July 1, 1977
Entry No. 2

File:

SEE:
AGREEMENT BOOK NO. 39

Micro Fiched

MINUTE ORDER NO. 77-871: ORDERED THE FOLLOWING:

1- APPROVED AGREEMENT NO. 77-151, A MEMORANDUM OF UNDERSTANDING WITH THE YOLO COUNTY GOVERNMENT EMPLOYEES ASSOCIATION, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.

2- APPROVED AGREEMENT NO. 77-152, A MEMORANDUM OF UNDERSTANDING WITH THE YOLO COUNTY DEPUTY SHERIFFS ASSOCIATION, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.

3- APPROVED AGREEMENT NO. 77-153, A MEMORANDUM OF UNDERSTANDING WITH THE YOLO COUNTY MANAGEMENT ASSOCIATION, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.

4- APPROVED AGREEMENT NO. 77-154, A MEMORANDUM OF UNDERSTANDING WITH THE YOLO COUNTY ATTORNEYS ASSOCIATION, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.

5- THE PORTIONS OF THE PREMIUMS, DUES, OR CHARGES OF ELIGIBLE OFFICERS OR EMPLOYEES OF THE COUNTY NOT IN EMPLOYEE REPRESENTATION UNITS AND WHO CHOOSE TO PARTICIPATE IN AN APPROVED PLAN PROVIDING HOSPITAL, MEDICAL, AND SURGICAL BENEFITS TO BE PAID BY THE COUNTY COMMENCING AUGUST 1, 1977, IS THE AMOUNT OF PREMIUMS FOR THE ELIGIBLE OFFICER OR EMPLOYEE AND ONE (1) DEPENDENT, BASED ON THE PROVISIONS ESTABLISHED BY PACIFIC STANDARD LIFE INSURANCE COMPANY COMMENCING AUGUST 1, 1977. THE OFFICER OR EMPLOYEES PARTICIPATING IN AN APPROVED PLAN SHALL PAY ANY ADDITIONAL PREMIUM, INCLUDING ANY INCREASE ESTABLISHED BY PACIFIC STANDARD LIFE INSURANCE COMPANY.

6- THE PORTION OF THE PREMIUMS OF ELIGIBLE COUNTY OFFICERS OR EMPLOYEES WHO ARE NOT COVERED BY A MEMORANDUM OF UNDERSTANDING IN AN APPROVED PLAN PROVIDING DENTAL BENEFITS TO BE PAID BY THE COUNTY COMMENCING JULY 1, 1977 IS THE PREMIUM FOR EACH ELIGIBLE OFFICER OR EMPLOYEE. THE OFFICER OR EMPLOYEE SHALL PAY ANY ADDITIONAL PREMIUM CHARGED BY THE CARRIER FOR DEPENDENTS.

Upon motion of Supervisor Barton, seconded by Supervisor Edmonds, and duly carried, the above Minute Order and Agreements were approved by the following vote:

Ayes: Duncan, Barton, Edmonds, Marchand, Thompson.

Noes: None. Absent: None.

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

Sheet 1 of 3
Co. Yol Route Var P.M.

SOURCE DIST.	SOURCE UNIT	CHARGE DIST.	CHARGE UNIT	EXPENDITURE AUTH.	OBJECT	OBJECT	No Federal AMOUNT Funds Involved
0 3 V A R	- - - - - - -	5 0 5 V A R			7 4 9		6,300 00

SERVICE CONTRACT No. 39897 N
This number to be placed on all bills.

Marysville, CALIFORNIA, June 27, 1977 Supersedes No. 39538

Contractor's Name: County of Yolo, c/o Herbert W. Chandler (Please bill as above) Phone 666-3263
Agricultural Commissioner
Address P. O. Box 175 Woodland, CA 95695

The Contractor hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Transportation in accordance with the provisions on BOTH SIDES of this form and on the attached sheets, if any, and he agrees to receive and accept as full compensation therefor the prices named herein:

To furnish labor, equipment, and supplies required to control and/or eradicate Beardless Rye Grass, Johnson Grass, Russian Thistle, Russian Knapweed, Hoary Cress, Perennial Peppercress, Poison Oak, Cocklebur, Mexican Whorled Milk Weed, Wooley Pod Milk Weed, Matrimony Vine, Bull Thistle, Purple Thistle, Yellow Star Thistle, and Jimson Weed on State highway rights of way in Yolo County for the period July 1, 1977 through June 30, 1978, as follows:

Micro Fiched

Route	
128	Napa County Line to Winters
80	Solano County Line to Sacramento County Line
113	Solano County Line to Sutter County Line at Knights Landing
16	Colusa County Line to Sacramento County Line
45	Knights Landing to Colusa County Line
505	Solano County Line to Junction Route 5
684	Solano County Line to Junction Route 80
5	Between Sacramento County Line and Colusa County Line

AMOUNT NOT TO EXCEED: $6,300.00

THIS CONTRACT EXPIRES: June 30, 1978

(continued)

FILED
AUG - 5 1977
LAURENCE P. HENSON, Clerk
By: Barbara Rodgers

Approved as to Form
Dated
County Counsel & Ex-Officio

The said Department of Transportation hereby agrees to the terms as above set forth, and hereby agrees to pay the same; provided, that by mutual consent this agreement may be modified or terminated at any time.

In Witness Whereof, the parties to these presents have hereunto set their hand the year and date first above written.

DEPARTMENT OF TRANSPORTATION

By
Asst. District Maintenance Engineer

Approved by
J. D. LOTHROP
CONTRACT OFFICER

Date JUL 29 1977

CONTRACTOR

COUNTY OF YOLO
FIRM NAME

By
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
Title or Position

MAIL BILLS IN TRIPLICATE TO:
Department of Transportation
P. O. Box 911
Marysville, CA 95901

OE 1284

A.—The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the State of California, and all officers and employees thereof connected with the work, including but not limited to the Director of Transportation, the Chief Engineer and the Chief of Administrative Services against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the Engineer in writing.

B.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other statutes applicable to the service or rental to be furnished hereunder.

Micro Fiched

C.—The Contractor shall indemnify the State against all loss and damage to the Contractor's property or equipment during its use under this contract and he shall at his own expense maintain such fire, theft, liability or other insurance as he deems necessary for his protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this contract or by operations of the Contractor or his employees under this contract.

D.—The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES TAXES required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, unless separate payment provision should specifically be provided for.

E.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Transportation of the State of California.

F.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

G.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

FILED
AUG - 5 1977
LAURENCE P. HENIGAN, Clerk
BY _____ Deputy

(continued)

Materials to be used and application rates are as follows:

2.4-D Amine	- 2 Qts. per acre	Ureabor	- 2 Lbs. per 100 sq. ft.
AT-90	- 1-2 Lbs. per acre	M.S.M.A.	- 2 Qts. per acre
Karmex	- 5 Lbs. per acre	Dowpon C	- 30 Lbs. per acre
Phytar	- 3 Qts. per acre	Ammate X	- 60 Lbs. per acre
Princep	- 5 Lbs. per acre	Surfactant	- 1 Pt. per acre
Krovar	- 5 Lbs. per acre	Roundup	- 2 Qts. per acre
Hyvar X	- 2-4 Lbs. per acre		

No materials, other than those listed above, shall be used unless specific approval has been obtained from the State.

Micro Fiched

It is understood that control and/or eradication of the aforementioned noxious weeds will be undertaken on State highway rights of way only when similar action is being taken on the abutting properties and County roads.

It is further understood that the following rates for labor, equipment and supplies will apply.

Labor	$9.00 per hour
Equipment	$4.00 per hour
Supplies	Cost plus sales tax, if such applies

The County of Yolo agrees, pursuant to Government Code Section 895.4, to indemnify and hold harmless the State of California from any liability imposed for injury (as defined by Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

RECEIVED
SEP 8 2 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
SEP 8 2 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 77-156

PROJECT

Sub-Grantee Name Economic Opportunity Commission of Yolo County, Inc. (Project #01)
Address 511 Main Street, Suite 309
City **Phone:** Woodland, CA 95695 666-0981
Program Director

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 90,048 .

2. Grant period begins 8-01-77 and ends 7-31-78 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

Economic Opportunity Commission of Yolo County, Inc.
(Legal Name of Sub-Grantee)

Audley Smith
(Signature of Authorized Officer)

Executive Director
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____
DEPUTY

SY-52

(SEAL)

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

Book
77-134

PROJECT NAME EOC-WATER CONSERVATION SERVICES PROJECT NO. 01

RECRUITMENT WILL START 7-11-77.

SPECIAL AND RECRENT VETERANS (IF ANY) WILL BE REFERRED 7-13-77.

RECRUITMENT WILL BE COMPLETED 7-19-77.

APPLICATIONS WILL BE DELIVERED 7-21-77.

SELECTION AND ENROLLMENT WILL BE MADE 7-29-77.

PROJECT WILL START ON CONTRACT DATE OF 8-1-77.

Micro Fiched

AGREEMENT NO. 77-156

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609 (Federal Register May 13, 1977 Part IV)

THIS AGREEMENT made and entered into this 1st day of August, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the Economic Opportunity Commission of Yolo County, Inc. (Project #01), hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H :

Micro Fiched

1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

A. This agreement

B. Signature sheet

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing August 1, 1977 and terminating on July 31, 19 . Said term of this agreement shall not exceed twelve months. Micro Fiched

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS: ----- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT: Micro Fiched

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made.

Micro Fiched

7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

Micro Filmed

12. LEGAL RELATIONSHIP:

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

Micro Fiched

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

Micro Fiched

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

Subgrant No. _____ Program Agent

TWYLA J. THOMPSON (SIG)
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairman, Board of Supervisors
Title of Authorized Officer

Date July 15 1977

_____
Legal Name of Subgrantee

_____
Signature of Authorized Officer

Micro Fiched

_____
Title of Authorized Officer

Project #01

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC.

WATER CONSERVATION SERVICE

POSITION/TITLE		WAGES AND BENEFITS
Group Leader		$ 9,360
Group Leader		9,360
Repairman		8,916
Repairman		8,916
Repairman		8,916
Repairman		8,916
Repairman		8,916
Repairman		8,916
Repairman		8,916
Repairman		8,916
Ten Positions	TOTAL COST	$ 90,048

Micro Fiched

Contract period 12 months effective 8-01-77 through 7-31-78.

PROJECT 01

PROPOSAL FORMAT

Micro Fiched

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name WATER CONSERVATION SERVICES

Organizational Name ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC.

Organizational Address 511 MAIN ST., SUITE 309, WOODLAND, CA 95695

Telephone Number (916) 666-0931

Director's Name AUDREY L. SMITH, EXECUTIVE DIRECTOR

Person(s) to Contact FRANK A. BUDAI, DEPUTY DIRECTOR

Authorized Signature Audrey Smith

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

YOLO COUNTY

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

Micro Fiched

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: _____

Micro Fiched

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Install flow restrictors in shower heads and faucets, install baffles in toilet tanks, repair leaking faucet washers in Yolo County houses and homes.

b. What are the expected results of this project? Save an estimated 20,000 gallons of water per day.

c. What is the Public Service provided by this project? Get all residents of Yolo County working together to reduce unnecessary water usage and to conserve the scarce supply of water.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

The Goal of this project is to enter as many as possible of the 34,856 households in Yolo County and provide them with shower head and faucet water flow restrictors, install baffles in toilet tanks and repair leaking faucets.

To accomplish this goal, it will be necessary to employ 10 persons, including if possible, senior citizens:

2 Group Leaders	- each one responsible for 2 work teams consisting of 2 persons each.
8 Repairmen	- divided into 4 teams consisting of 2 persons each.

Each team of 2 persons should be able to complete water conservation work in 12 to 15 households each day. This will take care of 240 to 300 households each week with 4 teams working. At this rate 12,480 to 15,600 households can be serviced in one year of operation.

The following activities are required:

1. Complete countywide publicity before work starts so that all householders will be aware of the proposed work and will know the workers are legitimately approved.

2. Distribute printed explanatory cards to all households one day before the work crew comes to any specific neighborhood so that the householders will be expecting them.

3. Hold a two day orientation and training session for each work crew before it is assigned to field work.

4. Provide each repairman and foreman with distinctive uniform shirts to identify them to householders.

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5. Provide each team with a tool kit containing water restrictor devices, set of wrenches. screwdriver, and a supply of faucet washers with a valve seat repair kit.

6. Obtain pamphlets containing water conservation measures and have each team leave one of these in each household, whether or not work is performed there.

7. Perform needed installation and repair work in each household and then complete a record card showing work done and household address.

4. Budget

Total Personnel Costs (A & B) $ 90,048
Attach itemized fringe benefits

A. Salaries and Wages $ 75,264

B. Fringe Benefits $ 14,784

Total funds requested (Equals total personnel costs) $ 90,048

Total positions requested 10

Average cost per position requested (total budget divided by number of positions) $ 9,004

Complete the following information for each position requested. Attach job description sheet for each job title listed.*

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Job Title	Monthly Salary	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position
REPAIRMAN (8)	621	122	12	8,916
GROUP LEADER (2)	652	128	12	9,360

Duration of Projection

Estimated from JULY 1, 1977 to JUNE 30, 1978

*Attach additional sheet if necessary.

ITEMIZED FRINGE BENEFITS

F.I.C.A. - 5.85%	$ 4,368
Group Health Insurance - 9.11%	7,200
Workmans Comp. Insurance - 3.00%	2,088
Hand Tools and Safety Clothes for 10 persons	1,128
TOTAL	$14,784

Micro Fiched

5. Geographic area to be served by the Project: All of Yolo County. See Attached map on sheet 5a

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes [X] No [ ]

b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes [XXX] No [ ]

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes [XXX] No [ ]

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes [XXX] No [ ]

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes [XXX] No [ ]

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes [XXX] No [ ]

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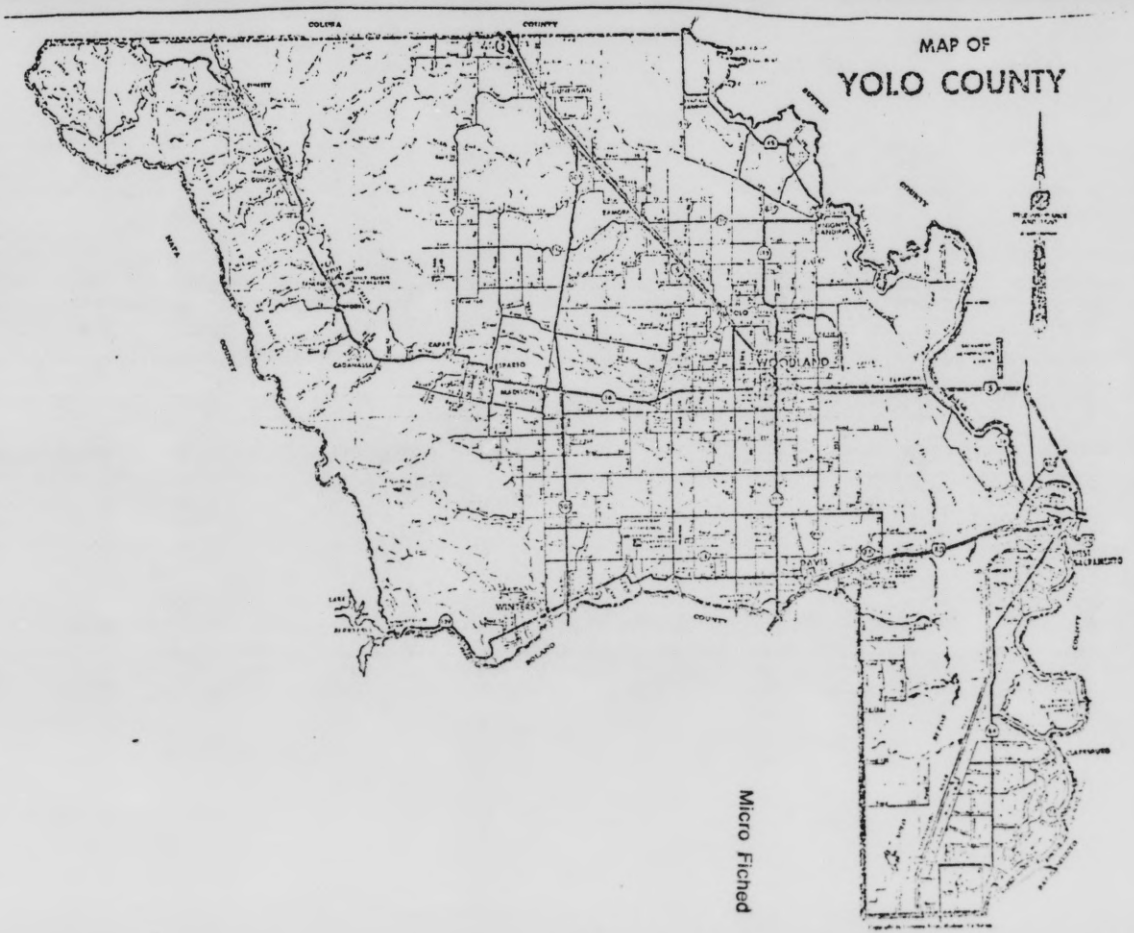
Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

This agency has been in operation as a community action agency, under the Office of Economic Opportunity and presently the Community Services Administration, ever since 1965, a period of 12 years. During all this time its function has been to work with and provide services for low-income, disadvantaged, unemployed people. Project "MOVE", in Yolo County, was originally started by this agency, and then was spun off to the local school system.



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8. Describe the experience, qualifications and assigned duties of key personnel who will be supervising the project.

The supervisor in charge of this project is a California licensed building contractor. He will train the personnel, establish the 4 working teams, designate the 2 foremen, set up the work schedules, and make certain the project produces the planned results.

Currently this persons supervises the total operations of an Energy Conservation Services Project through which this agency weatherizes the homes of low-income persons in Yolo County.

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9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer

This agency is a county government community action agency. As such it operates under two Boards, a Governing Board and an Administering Board. The Governing Board consists of the five county supervisors of the county of Yolo. They are listed here:

Twyla J. Thompson, Chairperson
Betsy A. Marchand
David L. Barton
William E. Duncan
Arthur H. Edmonds

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The Administering Board members, with their occupations and employers are:

William E. Scott, Chairperson, Job Developer, Greater Sacramento Area Plan
French Francis, retired - represents Bryte Community Service Council
JoAnn Montemayor, Head Start parent
Pauline Mattaboni, housewife - represents Welfare Rights Organization
Ned Driggers, Assistant Welfare Director, Yolo County Welfare Dept.
Sharon Avril, student - California State University, Sacramento
George Lobdell, Health Educator, Yolo County Health Department
Ruben Martinez, Executive Director, Yolo County Mexican-American Concilio
Rev. George H. Turner, Executive Director, United Christian Centers
Diana Napper, Director, Woodland Daycare and Preschool
Ed Marquez, Yolo County Housing Authority
Lee Medlin, retired - represents East Yolo Senior Citizens
Frank Ochoa, Directing Attorney, Legal Aid Society of Yolo County

Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

a. This is a water use conservation project for all of Yolo County. Under it the houses and homes in Yolo County will be contacted and offered the installation of water flow restrictors in shower heads and faucets, the installation of baffles in toilet tanks, and the repair of leaking faucets. All houses and homes will also be given printed pamphlets containing water conservation recommendations. These services will be given at no cost to any householder by personnel employed in this project.

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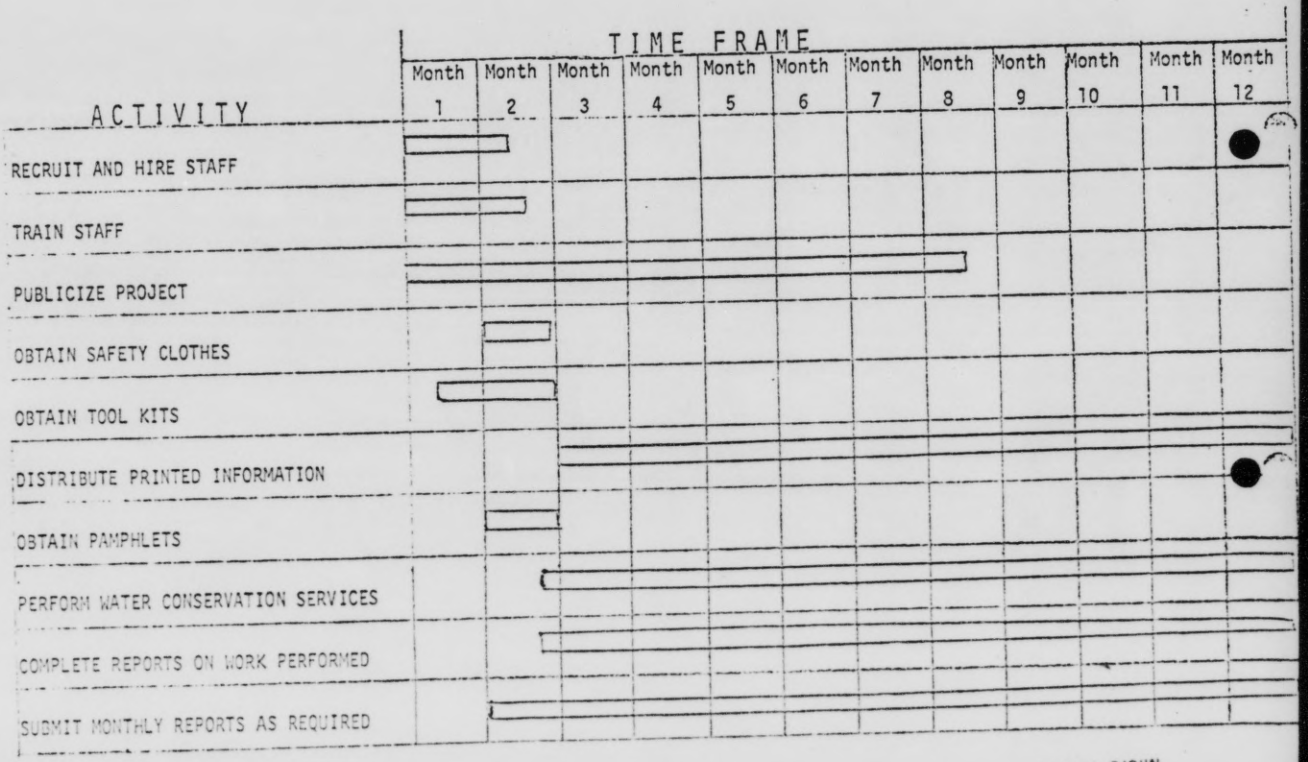
b. The time frame for completing each phase of this project is shown on the Gantt Concurrent Activity Chart attached here as Page 8b.

c. The person responsible for supervision over the proposed positions in this project is a California licensed building contractor on the staff of the agency in the position of Energy Coordinator. This person maintains the operation of the Energy Conservation Services Program of the agency and can readily integrate the water conservation project into his sphere of activity.

Concurrent Activity Chart For Water Conservation Services Project



11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

a. The County of Yolo, together with much of the State of California, is suffering from a severe drought and water shortage from which no relief is expected in the near future. Consequently all of this area must conserve what small supply there is of potable and usable water. This project will greatly assist in satisfying the need to save water and to use water wisely and prudently.

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b. This need was determined by actual, visible drought conditions and weather predictions of no relief.

Users must show need for MWD freed water

FRESNO (AP) — State Water Project contractors have been told they "must show need and use" for 300,000 acre-feet being freed by Metropolitan Water District for drought-parched Northern California.

District officials, meeting here Wednesday to learn details of state project cutbacks, were urged to apply by early next week for a share of the Southern California district's allocation. Metropolitan has indicated it will give up part of its state project supply this year and instead will use more Colorado River water.

"You must show your need and use," cautioned Robin Reynolds, deputy director of the state Department of Water Resources. "Try your level best in a narrative sense to document your need for this water."

Earlier in the day-long meeting, contractors and the state had hoped to make their requests orally then, but Reynolds said after consulting with Water Resources Director Ron Robie by telephone that written requests showing justification would be required.

"This is too big a thing not to have in writing," Reynolds explained.

In other drought developments, telephones at the Drought Information Center in Sacramento were reported "ringing off the hooks" as 3,700 irrigation districts began responding to Gov. Edmund G. Brown Jr.'s request for water status reports.

And directors of North Marin County Water District voted to limit residents of the Novato area to 50 gallons a day. Similar rationing was imposed Feb. 1 in Marin Municipal Water Dastrict serving the county's southern area to reduce consumption 57 per cent.

Officials from various districts indicated at the meeting that they want as much water as possible in the wake of Tuesday's state announcement of a 60 per cent cutback to agriculture and 10 per cent for domestic and industrial use.

Several officials said they expect pressure from the legislature and possibly federal water officials in determining who gets how much of the Metropolitan water supply.

In northern Marin County, a 50-gallon-a-day limit will begin June 16, and there won't be any new hookups in the meantime.

In Sacramento, more than 100 water districts responded to Gov. Edmund Brown Jr.'s request for reports on supplies and conservation plans.

George Reiner, Drought Information Office spokesman, said the Humboldt Bay Municipal Utility District has decided to limit water use in the summer to the level consumed last December.

He said most districts are urging voluntary cutbacks of outside watering.

"It's still up to the districts.... The state is not stepping in.... We will compile information, and state policy will come from it," he said.

Some districts report no problems at all, because of untapped well supplies.Sen. Ruben Ayala, chairman of the Senate Agriculture and Water Resources Committee, announced he will introduce major water legislation.

He said his measures would include a $900 million bill to construct the peripheral canal and other facilities in the Sacramento-San Joaquin Delta.

Another bill would exempt voter-approved state water facilities from California Environmen'al Quality Act provisions, and a third would repeal the Wild Rivers Act to free several rivers for dam construction.

Assemblymen Thomas Bates, D-Oakland, and Michael Wornum, D-Mill Valley, released a letter urging the governor to order statewide water rationing.

"The people of Northern California have long shared their excess water resources with their fellow Californians in the south. Now they should share in the rationing, too," [illegible] said.

In Los Angeles, Sen. Alan Cranston, D-Calif., said the state's economy is strong but will be in "very deep trouble on almost every front" if the drought extends into 1978.

Atty. Gen. Evelle Younger said he will meet with water officials and attorneys Feb. 28 to prepare for drought-related legal problems.

Said Younger: "If current projections are correct, California's drought will be the most costly natural disaster in the history of the United States."

Strict water use rules are urged by Cranston

LOS ANGELES (AP) — California's economy currently is strong but will be in "very deep trouble on almost every front" if the current drought extends into 1978, U.S. Sen. Alan Cranston warned Wednesday.

"It is vitally important," the California Democrat said, that the state "take strong water conservation measures statewide against the possibility of the drought extending into next year.

"There is no way to provide instant water to our drought-stricken areas," Cranston told a Hollywood luncheon meeting of radio and television newsmen. "All we can do is conserve existing supplies, eliminate waste and make sure water is being used for priority purposes."

But despite his somber outlook on the seriousness of the current drought, Cranston expressed optimism based on the state's current economic strength, which he said was "so strong right now that, along with the President's economic recovery program, the gr[illegible] state product should exceed the predicted $[illegible] billion level for 1977."

Cranston noted the estimated $1 to $2 billion farm losses in the state and said he has asked President Carter for White House help in speeding relief to the hard-hit California livestock industry.

He said he also was introducing legislation to "drastically step up the pace" of government research on water desalination and reclaiming waste water.

Cranston said the drought crisis requires quick coordination on state-federal action to alleviate drought problems through federal programs.

"The federal government should assist the states in this drought crisis," he said, "but state governments must take the lead in developing programs and policies, including strong conservation efforts."

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Water cutbacks boosted by state

SACRAMENTO (AP) — Drought-stricken California has slashed its State Water Project flow, cutting back agriculture by 60 per cent and cities and industry by 10 per cent.

Farmers who use water from the project were told Tuesday their cutback would be 10 per cent higher than originally announced because of the worsening drought — the state's worst since 1924.

Bob James, the Department of Water Resources' deputy director, said no towns or industries are expected to be left without water by the state move, but some agricultural land will go unplanted.

"For cities and industries who have contracts with us, this will mean at least substantial voluntary conservation at the minimum. But there'll be more than enough water to protect permanent crops like orchards," James added.

State water agency contracts require that agricultural water users be cut back 50 per cent before city or industry water can be reduced.

The municipal users affected by the cut include the massive Metropolitan Water District, which serves Los Angeles and much of the surrounding Southern California area.

State experts say, however, that the project, which provides about five per cent of all water used in California, only supplies about one-quarter of that big district's imported water needs.

For other big users, like the Kern County Water District in the crop-rich San Joaquin Valley, the cut will mean some acres will go unplanted, officials said.

"This cut is based on no more meaningful rainfall for the rest of the season," said Al Jones, spokesman for the Water Resources Department. He said he did not expect a further cutback.

The cut is also designed to keep a minimum amount of water in storage in case there is another dry winter next year, Jones said.

Ten days ago the federal government announced it would cut service to its Central Valley Project water users by 75 per cent this year.

In another drought development, the state Senate Agriculture and Water Resources Committee sent to the Senate floor a resolution urging local governments to institute water conservation methods.

The committee vote was 6-0.

On the drought, there were also these developments Tuesday:

—The snow level at the Department of Water Resources snow measuring station at Norden near Donner Summit was the lowest [illegible] years — six inches. This time last year there was 20 inches.

—State officials said that any water the Metropolitan Water District agrees to give the state will be added above the cutback levels.

James said the state will pay the district for any pumping and related costs it incurs taking water from the Colorado River.

He added state officials are working on how to divide up that MWD water once the state and the district agree on the amount — probably between 300,000 and 400,000 acre feet.

—The U.S. Bureau of Reclamation announced it is working on ways to "help maintain Central Costa County water quality and relieve drought problems in San Francisco Bay communities facing water shortage."

—The bureau said it is reducing water releases from Folsom Lake into the American River from 800 to 500 cubic feet per second.

Folsom lake flow cut by drought

SACRAMENTO (AP) — Because of the drought, water releases from Folsom Lake into the American river will be reduced Wednesday, the federal Bureau of Reclamation announced today.

The releases will be cut from 800 to 500 cubic feet per second.

Precipitation on the American river watershed has been only eight inches since October 1. That is 20 inches below normal.

The bureau said inflow to Folsom lake has been running at record low levels and unless it rains soon, further reductions in the releases to the river could be made.

Folsom lake contains 270,000 acre-feet of water and is dropping at the rate of about 1,000 acre-feet per day, the bureau said.

The reduction in outflow will slow the draw down to about 500 acre-feet per day.

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The Daily Democrat

Serving all of Yolo county since 1857 | Woodland, California | Tuesday, February 15, 1977 — 15 CENTS

County water boss urged to coordinate programs

By Scott Reeves

The position of county water coordinator should be established in the public works department, the Yolo County Water Resources board said Monday night.

The board voted overwhelmingly to endorse the report of the ad hoc water committee recommending the allocation of funds in the fiscal year 1977-78 budget to create the new position.

Director of public works Lloyd Roberts estimated the associate level civil engineer would receive $16,000 to $20,000 per year. Since the department now has adequate space and secretarial support, the only additional cost for the new position would be an estimated $5,000 per year for transportation.

Roberts called the estimated $25,000 per year cost "about tops."

The committee's recommendation states the person hired should be a licensed civil engineer with a background in hydrology and related water matters.

The recommendation outlines the following possible duties for the new position:

—Coordinate and assist local water agencies with the conservation, protection, utilization and acquisition of water.

—Prepare and periodically update a county water plan that would consider the needs of different areas of the county, potential sources of water to meet those needs, drainage and seepage problems, the concept of conjunctive use of surface and ground water to develop more effective storage development, use and recharge of groundwater.

—Establish a monitoring program for water use and groundwater conditions.

—Prepare an annual report on surface and groundwater conditions based on information supplied by water districts, cities, communities, water companies, state and federal agencies and others for review by the water resources board.

The board also heard the following reports Monday night:

—If the present trend continues, Shasta and Oroville dams "will be at the lowest point in this century," D.M. Finlayson of the California Department of Water Resources said.

This year's rainfall is off dramatically from last year's totals—the third driest on record—and parched water sheds have resulted in virtually no runoff. The lack of a significant snowpack in the Sierra also means little, if any, runoff this spring, Finalyson said.

He noted the legislature is considering the distribution of home water conservation kits and mandatory rationing may become necessary on a statewide basis.

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'Rolling blackouts' possible

SAN FRANCISCO (AP) — Drought-plagued Northern Californians face the very real possibility of scattered blackouts because of the related shortage of hydroelectric power, energy experts agree.

Power generation may drop to 20 or 30 per cent of normal levels if there isn't more rain and snow to replenish reservoirs feeding more than five dozen power-generating plants, spokesmen say.

"We're hoping to bring about a shotgun wedding of all the major public utilities in the state to coordinate distribution of what power there is," said Robert Ham of the California Energy Commission.

If the summer is not too hot and the public cooperates in trimming its use of electricity, "rolling blackouts" can be avoided, said Hamm, the commission's emergency planner.

Under the rolling blackout system, preselected areas would lose power for a short period, then the blackout would be moved to other area, Ham explained.

To most, the blackout might mean only the loss of an electric clock or air conditioning for a couple of hours, but the power interruption would be disastrous to others.

In the San Joaquin Valley, for instance, poultry farmers need 24 hour a day electricity to ventilate chicken factories and dairy farmers need power for milking and cooling machines. Crop farmers need electricity to run irrigation pumps.

"Next to water, an assured source of electric supply has to be our biggest concern right now," said Jack King of the California Farm Bureau Federation.

A spokesman for Pacific Gas & Electric, with three million Northern California customers, said the outlook is for "a very serious situation this summer when it gets hot."

In 1975, when the runoff from Sierra Nevada watersheds was good and reservoirs were full, PG&E's 64 hydroelectric plants turned out 14 billion kilowatt hours of power.

Last year the total fell to eight billion kilowatt hours and this year the plants might produce 4.8 billion kilowatt hours or even less, officials say.

Normally PG&E can "borrow" power from Southern California Edison when it hits peak demand period, but when both utilities face abnormal power demands, shortages occur.

Last summer, for instance, PG&E had to interrupt service to seven large customers for a brief period when the two utilities ran short of surplus electricity at the same time.

On the issue of water use in the home, here is a brief breakdown of Department of Water Resources figures on typical amounts of water used:

SHOWER: Uses 12 gallons a minute under a heavy flow. A low-flow showerhead can cut that to about 3 gallons a minute.

TOILET: Uses 5-7 gallons per flush. A modern low flush toilet uses 3½ gallons.

WASHING MACHINE: Uses an average of anywhere from 27 to 54 gallons per load. A well-designed, front-loading machine can use as little as 16 to 19 gallons.

DISHWASHER: Uses 7½ to 16 gallons.

KITCHEN OR BATHROOM FAUCET: Uses 5 gallons a minute. With a flow-reducing fixture can use as little as 1½.

TUB BATH: Uses 36 gallons for a full tub.

The Daily Democrat

Serving all of Yolo county since 1857

Woodland, California, Saturday, February 12, 1977—15 CENTS

Brown urges more water use cuts

SACRAMENTO (AP) — Gov. Edmund Brown Jr. says Californians should cut back even more on water used in their homes to protect their jobs in industry and agriculture.

In a nationally televised interview Friday, Brown again said he is reluctant to order mandatory statewide water rationing.

But he said it might come to that if voluntary cooperation doesn't produce the water savings which drought-stricken California needs.

Brown also announced Friday that he was sending mailgrams to every local water district in California asking for a report by next Thursday on what conservation measures they have taken, how much water those measures will have saved by March 15, how big their shortage will be and what uses they expect to curtail.

In an interview on the Public Broadcasting System "MacNeil-Lehrer Report," Brown said voluntary individual water conservation is the key to surviving California's worst drought of the century.

"What I would [illegible] to see is that we minimize the disruption [illegible] economy and to jobs while

sumption" Brown said.

He said large water savings can be achieved without serious consequences by conservation of individuals at home. But a curtailment of water to agriculture, processing plants and some industries means a loss of jobs.

Talking about rationing, Brown said: "I'm very slow to embark on a coercive effort on high. More paper out of Sacramento is not quite what's needed. What is required is an outpouring of public spirit that will enable us to weather what has become a difficult situation."

Earlier in the day, Brown went to Marin County, where residents have been ordered to make a 57 per cent cut in water consumption. He met for about 90 minutes with local officials and said by late next week the state should have recommendations on the water shortage.

There Brown said: "We have to assume the worst and prepare for that eventuality. The state government will do everything in its power to assure the burden of drought is shared and born as equitably as possible."

On the federal level, the Small B[illegible]siness

See BROWN, Page 5, Column

Micro Fichod

Brown

Continued from Page 1

Administration announced Friday that it is accepting loan applications from businesses in 23 Northern California counties that have suffered economic losses because of the drought.

On other fronts, state lawmakers were considering drought legislation ranging from a plan to distribute $25 million worth of free water saving devices to homeowners to granting new authority for local districts to order rationing in anticipation of shortages, rather than waiting for a lack of water before acting.

Brown did not indicate which of the many drought measures he might support.

"We cannot control the rain, but we do have some control over the water we do have. It's a question of sharing the loss, distributing the burden and asking a sacrifice of those able to do so.

"The state will do whatever it can," he added. "We have a finite amount of water and we want to make sure we have a minimum impact on jobs and economy" regardless of whatever kind

The Daily Democrat, Woodland-Davis, Calif., February 11, 1977 — Page 3

Micro Fiched

Drought called major crisis

By Associated Press

As California's water crisis deepens, mandatory statewide rationing is being proposed as one state leader predicts massive business failures, unemployment and skyrocketing prices unless the two-year-old drought eases.

"I perceive this to be a crisis of extraordinary magnitude," Assembly Speaker Leo McCarthy said Thursday in proposing statewide rationing.

"Many people will go bankrupt in this state, many thousands of people will be out of work and consumers very soon will be paying skyrocketing prices," the powerful San Francisco Democrat added.

To alleviate the problem in the hardest-hit area of Marin County, just north of San Francisco, a contract was drafted Thursday to divert water intended for Southern California through a temporary 18-inch pipeline to be installed across the Richmond-San Rafael Bridge.

Meantime, the Public Utilities Commission adopted an emergency conservation program for immediate use by the 400 water utilities under its jurisdictrion which serve more than a million customers.

The PUC also ordered the larger water companies to make available and distribute free of initial charge water conservation kits for consumers. They are to consist of two plastic toilet tank displacement bottles, a plastic shower flow restricter and vegetable dye tablets to trace leaks.

In Los Angeles, the Metropolitan Water District, which serves 11 million persons — ha the state's population — said Thursday it w surrender this year's supply of Northern Calif nia water on May 1. For the commitment, t district expects to be paid some $20 million.

That action, announced by MWD assista general manager David Kennedy, would fr more that 150 billion gallons of water f agricultural and residential use in the strick top half of the state.

The Daily Democrat

Serving all of Yolo county since 1857 | Woodland, California | Friday, February 11, 1977—15 CENTS

Drought forcing water district layoffs

By Scott Reeves

Zero water sales, a direct result of the drought, will force the Yolo County Flood Control and Water Conservation district to lay off 11 workers March 1, Bill McAnlis said Thursday.

The workers, with 10 to 20 years service, constitute the district's entire field crew and receive salaries and other benefits totaling $130,000 per year.

"It's money we just haven't got," McAnlis said.

A district official said the workers could be rehired in nine to 12 months—if the rains return. The district will retain one mechanic to service equipment valued at $500,000.

The savings will permit the district to meet its bond obligation on Indian Valley dam.

"With real tight belts, we have money to get us through this year and into next," McAnlis noted. "We won't default on our bonds this year—but God help us if we face another dry year."

McAnlis, manager of the Yolo County Flood Control and Water Conservation district, said growers face a 100 per cent deficiency in surface irrigation water this year.

"We don't have any water in storage in Clear Lake or behind Indian Valley dam," he told 75 growers who assembled Thursday night at the Madison town hall. "There is simply no water available."

McAnlis and the district's board of directors met with growers in an attempt to establish priorities should a minimal amount of water—perhaps 40,000 acre feet—become available by the end of the rainy season.

While no formal action was taken, the growers agreed the first priority should be orchard crops followed by row crops with no other water source.

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There's plenty of work for drillers

SACRAMENTO, Calif. (AP) — Go West, welldigger, go West. California farmers are getting desperate.

California's well drillers have overtime schedules ahead as farmers contract for deeper wells, or new ones.

"Water levels went down about 10 feet last year" — the third driest of the century in California — and "estimates are the water table will go down another 15 feet this year," Bob Holt of the Tomato Growers Association in Stockton said Wednesday. "Some farmers will have to wait a year to get well work."

As state and federal water suppliers announced cuts of 50 to 75 per cent to irrigators, state agriculture officials projected a $2.5-billion to $3.5-billion loss in agriculture this year.

The cutbacks equate to one million fewer cultivated acres this year out of a total of more than 10 million.

California produces 40 to 45 per cent of the nation's fruit and vegetables.

Fred Heringer, president of the California Farm Bureau Federation, said water shortages may bring power shortages that will cut pumping from wells.

"It could come down to running air conditioners or pumps this summer," said Jack King, farm bureau economist.

King said farmers last year spent an extra $25 million to pump water because of the drought.

Livestock and dairy farmers have been hardest hit.

One state legislator who is a dairy farmer wants the state National Guard to use its trucks to haul water and feed for livestock.

King said vineyards could be hurt because new, berry-producing growth could be prevented.

"In almonds, if there's not enough water, it will hurt the sizing of the nuts. Prunes could be smaller, too."

Cotton, the state's top cash crop, is expected to be expanded because it takes less water than many crops.

A one-pound can of processed tomatoes could rise 10 per cent or more in cost. "That's not too high," said Holt "It's certainly safe to say it'll go up a nickel a can."

Micro Fiched

January saw little rain

Yolo county received only 1.59 inches of rainfall in January, way below the average of 3.69 inches. The hardest rainfall came on January [illegible] when .99 of an inch fell. The total rainfall since July is 4.60 inches, a deficit of 5.60 inches, according to Ralph Gay, farm advisor who keeps weather records.

During January the hottest day was on January 23 when the mercury reached [illegible] degrees. The coldest day was January 9 when the temperature dipped to 27 degrees. The average reading for the month was 42.5 degrees with a minumum of 34.7 degrees and a maximum of [illegible] degrees.

The lack of rainfall has every reporting area in the state listed as "below normal."

The following predictions for rainfall and freezing temperatures for the remainder of the month and the first part of March are:

Day	Chance of Rain Percentage
10	35
11	42
12	33
13	33
14	40
15	25
16	34
17	35
18	40
19	29
20	33
21	30
22	30
23	22
24	35
25	33
26	34
27	34
28	34
March	
1	28
2	25
3	25
4	28
5	22

Day	Chance of [illegible] Percentage
10	12
11	14
12	14
13	14
14	14
15	14
16	14
17	14
18	14
19	14
20	14
21	14
22	14
23	14
24	14
25	14
26	14
27	14
28	14
March	
1	14
2	14
3	14
4	14
5	14

12. List the number of [redacted] CETA full-time paid staff employed by your organization categorized as follows:

13	Professional	12	Skilled
4	Semi-Professional	0	Unskilled
4	Clerical	2	Semi-Skilled

TOTAL 35

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The project location facility is a large metal building at 1681 E. Main St., in Woodland. Is a former new automobile sales agency building. It is centrally located to all accessible areas of Yolo County. The Energy Conservation Services Program in the agency is also located in this building and all energy conservation materials are warehoused there. There is parking area on blacktop for 68 vehicles and loading and unloading space for freight and materials. Since the agency is already using these facilities and all utilities are in and functioning, and telephone lines are in operation, it is an excellent location for the water conservation project.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

It is planned to have an on board supervisor direct the activities of field crews through foreman, each foreman handling two field crews. The span of control permits close and continuous supervision so that shortfalls will be quickly detected and corrected. Operationally the field crews will have supervisory assistance readily available to make certain all work proceeds as planned and the goal of the project is realized.

Micro Fiched

15. Administration And Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II			
III			
VI			
TOTAL			

Micro Fiched

Comments: THE AGENCY CURRENTLY HAS NO CETA FUNDS OR POSITIONS ALLOCATED TO IT.

b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING		AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Community Services Administration	7-1-76	6-30-77	139,000	Administration, Planning, Emergency Housing, Transport
	7-1-77	6-30-78		
	12-1-75	11-30-76	21,596	Energy Conservation
	1-1-76	12-31-76	2,311	Research & Planning
	10-1-76	3-31-77	76,450	Food Preservation
	2-25-77	8-25-77	30,000	Energy Conservation
HEW - OCD	7-1-76	6-30-77	148,837	Head Start Program
	7-1-77	6-30-78		
	7-1-76	6-30-77	27,200	
	7-1-76	6-30-77	3,000	
	3-1-77	9-30-77	2,200	
	7-1-76	6-30-77	1,516	
	7-1-76	6-30-77	10,080	
	3-1-77	9-30-77	4,352	
Department of Aging	11-1-76	3-31-77	30,767	Nutrition for Elderly
	4-1-77	12-31-77	57,083	Nutrition for Elderly
Calif. Dept. of Housing	10-1-76	9-30-77	4,000	Housing Counselling
TOTAL			583,392	

Micro Fiched

Comments:

Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

XXX Your Articles of Incorporation or Charter

XXX Your By-Laws

XXX Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Authorized Signature

11 Apr 77

Date

State of California

OFFICE OF THE SECRETARY OF STATE

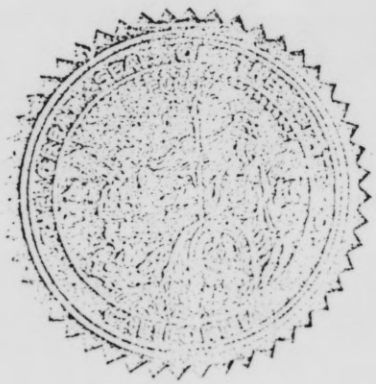
Micro Fiched

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

JAN 3 - 1977



March Fong Eu

Secretary of State

SOS STATE FORM CE 107 (REV. 4 76)

of this certificate.

4. That the number of members who voted affirmatively for the adoption of said resolution is nine (9), and that the number of members consituting a quorum is seven (7).

Micro Fiched

WILLIAM E. SCOTT, President

AUDREY L. SMITH, Executive Director

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Woodland, California on December 23, 1976, 1976.

WILLIAM E. SCOTT, President

AUDREY L. SMITH, Executive Director

Subscribed and sworn to before me this 23rd day of December, 1976.

Vincent J. Gonzales, Sr.

OFFICIAL SEAL
VINCENT J. GONZALES, SR.
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My comm. expires APR 6, 1980

Rt. 3, Box 1010, Woodland, CA 95695

STATE OF CALIFORNIA

Micro Fiched

DEPARTMENT OF STATE

FILED
MAR 26 1968
LAURENCE P. HENSON, Clerk
MARGARET SMITH
Deputy

To all whom these presents shall come, Greetings: No 1721

I, FRANK M. JORDAN, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the RECORD on file in my office, of which it purports to be a copy, and that the same is full, true and correct.

In testimony whereof, *I,* FRANK M. JORDAN, *Secretary of State, have hereunto caused the Great Seal of the State of California to be affixed and my name subscribed, at the City of Sacramento, in the State of California,*
this MAR 21 1968

Frank M. Jordan
Secretary of State

By
Assistant Secretary of State

CERTIFICATE OF AMENDMENT

of

ARTICLES OF INCORPORATION

Micro Fiched

ROBERT NEAL and TONY G. VASQUEZ certify:

1. That they are the president and secretary, respectively, of the Economic Opportunity Commission of Yolo County, a California non-profit corporation.

2. That at a meeting of the Board of Directors of said corporation, duly held at Woodland, California, on the 19th day of February, 1968, the following resolution was adopted:

"RESOLVED: That Article II of the Articles of Incorporation of this corporation be amended to read as follows:

ARTICLE II

The purposes for which this corporation is formed are:

(a) The specific and primary purpose is to conduct, administer or coordinate community programs to combat poverty in accordance with Public Law No. 88-452, the Economic Opportunity Act of 1964, and by other means.

(b) The general purposes and powers are to:

(1) Enter into, make, perform, and carry out contracts of every kind for every lawful purpose, without limit as to amount, with any person, firm, association, organization foundation, corporation or governmental body, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes or the attainment of any one of the purposes herein enumerated or incidental to the powers herein named.

(2) Acquire by purchase, grant, gift, bequest, exchange lease or otherwise such real or personal property as may be

necessary, useful or advantageous in carrying out the purposes of this corporation.

Micro Fiched

(3) Borrow money, issue notes or other instruments evidencing the obligations of this corporation for any of the objectives or purposes hereof and to secure the same by mortgage, pledge or transfer in trust of any or all the assets of this corporation or to issue the same unsecured.

(c) No part of the net earnings of the corporation shall insure to the benefit of any member, trustee, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and no member, trustee, officer of the corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

(d) Notwithstanding any other provision of this certificate, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under § 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

3. That the members have adopted said amendment by written consent. That the wording of the amended article, as set forth in the members' written consent, is the same as that set forth in the directors' resolution in Paragraph 2 above.

4. That the number of members who gave written consent is 15 that the number of members constituting at least two-thirds of a quorum is ten (10).

Micro Fiched

ROBERT NEAL, President

TONY G. VASQUEZ, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct.

Executed at Woodland, California, on _____ 1963.

ROBERT NEAL

TONY G. VASQUEZ

Minutes

RESOLUTION OF AND
WRITTEN CONSENT TO
AMENDMENT OF ARTICLES OF INCORPORATION

RESOLVED:

That Article II of the Articles of Incorporation of this corporation be amended to read as follows:

Micro Fiched

ARTICLE II

The purposes for which this corporation is formed are:

(a) The specific and primary purpose is to conduct, administer or coordinate community programs to combat poverty in accordance with Public Law No. 88-452, the Economic Opportunity Act of 1964, and by other means.

(b) The general purposes and powers are to:

(1) Enter into, make, perform, and carry out contracts of every kind for every lawful purpose, without limit as to amount, with any person, firm, association, organization foundation, corporation or governmental body, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes or the attainment of any one of the purposes herein enumerated or incidental to the powers herein named.

(2) Acquire by purchase, grant, gift, bequest, exchange lease or otherwise such real or personal property as may be necessary, useful or advantageous in carrying out the purposes of this corporation.

(3) Borrow money, issue notes or other instruments evidencing the obligations of this corporation for any of the objectives or purposes hereof and to secure the same by mortgage, pledge or transfer in trust of any or all the assets of this corporation or to issue the same unsecured.

(c) No part of the net earnings of the corporation shall inure to the benefit of any member, trustee, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and no member, trustee, officer of the corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

Micro Fiched

(d) Notwithstanding any other provision of this certificate, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under § 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended

I hereby certify that the foregoing resolution was duly and regularly introduced, passed and adopted by a majority of the Board of Directors of this corporation at a meeting of said Board duly held on the 19 day of FEBRUARY, 1968.

Tony Vasquez

TONY J. VASQUEZ, Secretary

The undersigned, constituting at least two-thirds of a quorum of the members of this corporation, hereby give their written consent to the adoption of the foregoing amendment to the Articles of Incorporation of this corporation.

YOLO COUNTY FARM BUREAU

BY _____
Mrs. WILLIS HANSON

HOLY ROSARY CHURCH

BY _____
Fr. E. J. Donigay

FAMILY SERVICE AGENCY OF YOLO COUNTY

BY _____
Christine Blanchard

Micro Fiched

BOARD OF SUPERVISORS OF YOLO COUNTY

BY _____
W. W. Conner, Chairman

JUVENILE JUSTICE COMMISSION OF YOLO COUNTY

BY _____
Rick Gonzales

WASHINGTON UNIFIED SCHOOL DISTRICT OF YOLO COUNTY

BY _____
J. A. Misfeldt

YOLO COUNTY WELFARE DEPARTMENT

BY _____
Edward M. Curley

YOLO COUNTY CHAMBER OF COMMERCE

BY _____
Jack Lindeman

YOUTH AND HEALTH SERVICE ADVISORY COMMISSION OF YOLO COUNTY

BY _____
Robert Neil

DAVIS LEAGUE OF WOMEN VOTERS

BY _____
Beatrice Reynolds

WOODLAND AREA P.T.A. COUNCIL

BY _____
Mrs. Donna Miracle

YOLO COUNTY SUPERINTENDENT OF SCHOOLS

BY _____
Charles Kreider

YOLO COUNTY HEALTH DEPARTMENT

BY _____
Hugh G. Hart

Micro Fiched

MEXICAN AMERICAN POLITICAL ASSOCIATION

BY _____
Mrs. Lucy Bojorquez

MID COUNTY COMMUNITY ACTION AGENCY

BY _____
Jack Loboya

YOLO CULTURAL CENTER

BY _____
I. Cruz Palma

OUR LADY OF GRACE PARISH

BY _____
Grace Silva

BRODERICK CHRISTIAN CENTER

BY _____
George T. Baker

BRODERICK COMMUNITY COUNCIL

BY _____
Mike Sanchez

KNIGHTS LANDING COMMUNITY COUNCIL

BY _____
Barbara James

BIRNIGAN COMMUNITY COUNCIL

BY _____
Annie Mae Lipose

BRYTE COMMUNITY COUNCIL

BY _____
Paul Jiminez

Micro Fiched

CLARKSBURG COMMUNITY COUNCIL

BY _____
Shirley McGinnis

WINTERS COMMUNITY COUNCIL

BY _____
John Hickman

ESPARTO COMMUNITY COUNCIL

BY _____
Marsella Soto

WOODLAND COMMUNITY COUNCIL

BY _____
Melvin Leach

DAVIS HUMAN RELATIONS COUNCIL

BY _____
Richard S. Holdstock

49033

ENDORSED
FILED
MAY 6 - 1965
FRANK M. JORDAN, Secretary of State
BY JAMES E. HARRIS
Deputy

ARTICLES OF INCORPORATION
OF
ECONOMIC OPPORTUNITY COMMISSION
OF YOLO COUNTY, INC.

ARTICLE I

The name of the corporation is Economic Opportunity Commission of Yolo County, Inc.

Micro Fiched

ARTICLE II

The purposes for which this corporation is formed are:

(a) The specific and primary purpose is to conduct, administer or coordinate community programs to combat poverty in accordance with Public Law No. 88-452, the Economic Opportunity Act of 1964, and by other means.

(b) The general purposes and powers are to:

(1) Enter into, make, perform, and carry out contracts of every kind for every lawful purpose, without limit as to amount, with any person, firm, association, organization foundation, corporation or governmental body, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes or the attainment of any one of the purposes herein enumerated or incidental to the powers herein named.

(2) Acquire by purchase, grant, gift, bequest, exchange, lease or otherwise such real or personal property as may be necessary, useful or advantageous in carrying out the purposes of this corporation.

(3) Borrow money, issue notes or other instruments evidencing the obligations of this corporation for any of the objectives or purposes hereof and to secure the same by mortgage, pledge or transfer in trust of any or all the assets of this corporation or to issue the same unsecured.

ARTICLE III

This corporation is organized pursuant to the General

Nonprofit Corporation Law of the State of California.

ARTICLE IV

The county in this State where the principal office for the transaction of the business of this corporation is located is Yolo County.

Micro Fiched

ARTICLE V

The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

J. A. Misfeldt	1117 West Acres Rd., West Sacramento, California
Nora Sterling	841 Cesta Drive, Davis, California
John Griffin	P. O. Box 613, Winters, California
Father Edward Donnelly	318 Court Street, Woodland, California
S. A. Zane	727 Buena Tierra Dr., Woodland, Calif.
Edward M. Conley	904 Bemis St., Woodland, California
Aida Shuey	Box 13, Brooks, California
Jeanette Cloud	730 Third St., Woodland, California
J. Dudley Stephens	P. O. Box 145, Esparto, California
Christine M. Blanchard	441 W. 8th St., Davis, California
Richard M. Page	5 Antelope St., Woodland, California

ARTICLE VI

The authorized number and qualifications of members of the corporation, the different classes of membership, if any, the property, voting and other rights and privileges of members, and their liability to dues and assessments and the method of collection thereof, shall be as set forth in the By-Laws.

ARTICLE VII

This corporation is one which does not contemplate pecuniary gain or profit to the members thereof and it is organized solely for nonprofit purposes. Upon the winding up and dissolution of this corporation, after paying or adequately providing for the debts and obligations of the corporation, the remaining assets

shall be distributed to a nonprofit fund, foundation or corporation, which is organized and operated exclusively for charitable, educational, religious and/or scientific purposes and which has established its tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code. If this corporation holds any assets on trust, such assets shall be disposed of in such manner as may be directed by decree of the superior court of the county in which this corporation's principal office is located, upon petition therefor by the Attorney General or by any person concerned in the liquidation.

Micro Fiched

ARTICLE VIII

The name of the unincorporated association which is being incorporated is Yolo County Economic Opportunity Commission.

IN WITNESS WHEREOF, the undersigned, being the chairman and the secretary, respectively, of Yolo County Economic Opportunity Commission, the unincorporated association which is being incorporated hereby, have executed these Articles of Incorporation this 6 day of [illegible], 1965.

J. A. Mikkelit, Chairman

Nora Sterling, Secretary

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On the 6th day of May, 1965, before me Charles A. McClatchy, a Notary Public for the State of California, with principal office in Yolo County, personally appeared J. A. MISFELDT and DORA STERLING, known to me to be the persons whose names are subscribed to the within Articles of Incorporation, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Charles A. McClatchy
Notary Public

Micro Fiched

AFFIDAVIT

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

J. A. MISFELDT and DORA STERLING, being first duly sworn, each for himself, deposes and says:

That J. A. MISFELDT is the chairman and that DORA STERLING is the secretary of YOLO COUNTY ECONOMIC OPPORTUNITY COMMISSION, the unincorporated association mentioned in the foregoing Articles of Incorporation; that said association has duly authorized its incorporation and has authorized the undersigned, as said officers, to execute the Articles of Incorporation.

J. A. Misfeldt

Dora Sterling

Subscribed and sworn to before me this 6th day of May, 1965.

Charles A. McClatchy
Notary Public, State of California
Principal Office in Yolo County

BY-LAWS

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC.

Revised and Amended as of January 1974

ARTICLE I
Governing Officials

he Yolo County Board of Supervisors shall be the governing officials of the olo County Community Action Agency.

ARTICLE II
Administering Board

Micro Fiched

ie Economic Opportunity Commission of Yolo County, Inc. shall constitute the dministering board of the Yolo County Community Action Agency.

ARTICLE III
Membership of the Administering Board

ection 1: Individuals: Corporations, political subdivisions, municipal corporations and unincorporated associations that desire to participate in the development, conduct and administration of Community Action Programs to combat poverty in accordance with the Economic Opportunity Act of 1964 (P.L. 88-452) and by other means, may become members upon election by a majority vote of the Board of Directors of the administering board and approval of the Governing Officials.

ection 2: Rights and Duties of Members: All duly authorized members of the E.O.C. of Yolo County, Inc. shall have the privileges, duties and rights of this office as described, and subject to the restrictions and provisions of P.L. 88-452, Agreement 69-71 between the Governing Officials and this Commission and these By-Laws.

ection 3: Composition: No less than one half of the administering board shall consist of democratically selected representatives of the poor of Yolo County. Provided that: each member shall represent a designated "target area" council within Yolo County; except, that, this Low Income Sector shall also include one representative from the County Wide Senior Citizens Council and the County Wide Youth Council.

One third of the membership of the board shall comprise a Public Agency sector consisting of public officials, their representatives or other independent public agencies as defined in CAP Memorandum No. 81 dated February 15, 1968.

The remainder of the membership shall comprise a Private Sector and shall consist of representatives of private organizations and interests in Yolo County. Provided that: there shall be at least one representative from an ethnic minority organization.

The number of members on the administering board shall be at least three, no more than twenty-seven, and be divisible by three. This will apply to established membership figure and shall not be affected by temporary vacancies due to resignations, withdrawals or other terminations.

Micro Fiched

Section 4: Termination of Membership: After affording a hearing, a membership on the Economic Opportunity Commission of Yolo County, Inc. may be cancelled by a majority vote of the Board of Directors for any of the following reasons:

a. written request for cancellation by the organization or group;
b. dissolution or nonactivity of the organization or group;
c. disinterest in the EOC as evidenced by absence of the director and alternate from three consectuive regular meetings.

The Secretary of the Commission shall notify the organization or group by mailing notice to the name and address of the President of the organization on file with the Secretary that the Commission will consider cancellation of its membership at the next regular meeting of the Commission. The Membership & By-Laws Committee shall make an investigation and report its findings to the Commission.

Section 5: Petition Procedures: Community Agencies (public or private) and representative groups of the poor which feel inadequately represented on the administering board of Directors may petition for representation. The procedure that will be used is described in Item III-B-5 of the Agreement 69-71 between the Governing Officials and the Economic Opportunity Commission of Yolo County, Inc.

Section 6: No member may transfer its membership or any rights arising therefrom.

Section 7: There shall be no dues or assessments of members.

ARTICLE IV
Board of Directors

Section 1: The affairs of the corporation shall be conducted by a Board of Directors.

Section 2: Membership: Membership of the Board of Directors shall be the same as that of the administering board (EOC Of Yolo County, Inc.). Each member shall appoint one director and one alternate and said alternate shall have all the rights of the director when acting in his stead.

No board member, other than public officials, shall serve more than five consectuive years, and no more than ten years in total after July 1, 1968. Further, there shall be at least a one year interval between the first five year period and the second five year period.

Members shall make their appointments in writing on or before October 1 of each year.

Micro Fiched

Section 3: Terms of Office: No member organization in the Private Sector shall be represented for more than two consecutive years, except that this article shall not apply to minority organizations.

Section 4: Method of Selection Directors:

a. Designated public officials may themselves serve as directors on the Board of Directors or they may send a permanent representative to be a director;
b. Each public agency, private organization or interest shall elect democratically the individuals to represent them;
c. Each director representing a low income group on the Board of Directors shall be elected according to the method set forth by the low income group he represents. Each low income group shall file with the Membership & By-Laws Committee a detail plan for selecting its director and alternate. This plan shall be subject to the approval of the Board of Directors.

Section 5: Residance Requirement: All directors and alternates selected to represent a specific geographic area within the community shall reside in the area represented.

Section 6: Vacancies: Whenever both a director and his alternate fail to attend three consecutive regular meetings of the Board of Directors, they shall be deemed to have resigned from the Board. The Secretary shall notify the member of the vacancy and request that the vacancy be filled. The director chosen to fill the vacancy shall hold office for the remainder of the term for which his predecessor was appointed.

Section 7: Duties of Directors: Directors shall actively participate in resolving poverty problems in Yolo County. They shall be responsible for reporting back to their constituency, as well as informing the Commission regarding problems and relevant activities in their area.

Section 8: Recall: The right to recall a director rests with the member he represents.

Section 9: The officers and directors shall not receive any compensation for their services as such with these exceptions:

a. Any director may receive reimbursement for travel and may receive per diem by resolution of the Board of Directors and subject to the limitations of OEO Instructions 6803-1 dated August 11, 1969, and provided funds are available for such payment.
b. Any director whose family income falls within OEO poverty guidelines is eligible to be paid an allowance for actual attendance at meetings by resolution of the Board of Directors and subject to the limitations of OEO Instruction 6803-1 dated August 11, 1969, and provided funds are available for such payment.

Section 10: The member and the delegate should be notified after two consecutive absences, in accordance with Article III, Section 4, Termination of Membership.

Micro Fiched

ARTICLE V
Meetings

Section 1: Regular Meetings: The Board of Directors shall hold regular meetings on the third Tuesday of each month. If this date falls on a legal holiday, the meeting shall be held on the succeeding day. At any regular meeting, the agenda shall provide for floor action for any person to speak regarding the antipoverty program or problems.

Section 2: Special Meetings: Special meetings of the Board of Directors may be called by the President, the Board of Directors, or upon written request of not less than five of the directors to the President.

Section 3: Notice: Written notice of the time and place of all meetings and a copy of the agenda shall be mailed to each director at least ten days prior to the time of the meeting.

Section 4: All meetings of the Board of Directors shall be open public meetings with the exception of an Executive Session of the Board of Directors dealing with personnel matters.

ection 5: Every effort shall be made to hold meetings of the Board of Directors and its committees at such times as will enable the representatives of the poor to be in attendance.

ection 6: Quorum: A majority of the directors must be present to constitute a quorum at any regular or special meeting.

ection 7: There shall be no absentee or proxy votes.

ection 8: A director shall refrain from voting on any proposal of a Delegate Agency by which he is employed or to which he is directly responsible.

ARTICLE VI
Officers

ection 1: The officers of the corporation shall be the following:

President
Vice President
Secretary
Treasurer

Micro Fiched

ection 2: The President, Vice President and Treasurer shall be elected annually by the Board of Directors from the regular membership of the Board of Directors at a meeting held in October of each year.

ection 3: Election Procedure:

a. A Nominating Committee consisting of five members shall be elected by the Board of Directors in September. The Nominating Committee shall name their own chairman and prepare a slate of officers to be presented to the Board of Directors at its regular meeting in October.
b. Nominating may be made from the floor at the October meeting.
c. Elections shall be held in October by secret ballot and a plurality of votes cast shall elect.
d. New officers shall take office at the adjournment of the October meeting.

ection 4: Vacancies: In the event a vacancy occurs in any of the offices, an election shall be held at the next succeeding regular meeting to fill the existing vacancy for the remainder of the term.

ection 5: Duties of the President: The President of the corporation shall serve as Chairman of the Board of Directors and the Executive Committee, and shall be an ex officio member of all committees. The President may appoint as Parliamentarian for Board of Directors meetings any member of the Board of Directors.

The President shall preview all press releases.

The President shall perform all other duties usually pertaining to the office.

Section 6: Duties of the Vice President: The Vice President shall in the absence or disability of the President perform the duties of the President, and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 7: Duties of the Treasurer: The Treasurer will be a member of the Finance Committee. The Treasurer and the Finance Committee will be responsible for the overall surveillance of financial operations of the corporation and delegate agencies. The Treasurer and the Finance Committee will receive audit reports.

Section 8: Duties of the Secretary: The Executive Director shall serve as Secretary to the Board of Directors. The Secretary shall keep a correct written record of all meetings of the Board of Directors; shall mail notices of regular meetings, special meetings and committee meetings; shall keep a record of directors and alternates and shall perform such other acts as the Board of Directors may direct.

Micro Fiched

ARTICLE VII
Committees

Section 1: The Board of Directors shall have the following Standing Committees:

Executive Committee
Finance Committee
Membership & By-Laws Committee
Program Committee
Personnel Committee

a. Executive Committee: The Executive Committee shall be composed of the officers of the corporation, the Chairmen of all standing committees and an ex officio member representing the Board of Supervisors of Yolo County.
The Finance, Personnel, Program and Membership & By-laws Committees will be subcommittees of the Executive Committee and report only to the Executive Committee.

The Executive Committee shall be responsible for reviewing major administrative and management issues for the purpose of preparing recommendation to the Board. It shall assist in planning public relations programs.

The Executive Committee shall act on interim matters which cannot await the next meeting of the Board of Directors; however, no matters of policy not previously established will be determined and any action taken shall be reported at the first regular meeting of the Board of Directors following such action.

b. Finance Committee: The Treasurer of the corporation will be a member of the Finance Committee. The Finance Committee shall program requests and expenditure and fund transfer requests. It shall review funding priorities and establish funding levels for new programs. It will receive all audits.

c. Program Committee: The Program Committee shall:

1. Meet with Council Executive Boards to review program needs;
2. Study new program ideas;
3. Review and report to the Board of Directors on proposed new programs developed by the staff, councils and others interested in antipoverty programs;
4. Establish program funding priorities and recommend levels;
5. Periodically review on going programs;
6. Review the development of effective democratic councils.

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d. Membership & By-Laws Committee: The Membership & By-Laws Committee shall:

1. Review and recommend new Board membership;
2. Investigate and make recommendations on termination of memberships (Article III, Section 4);
3. Make recommendations on expansion of the Board, when appropriate;
4. Assist new members of the Commission;
5. Maintain an up to date file of plans for selecting directors and alternates by each low income group;
6. Periodically review By-Laws, prepare and present needed amendments;
7. Coordinate with Board of Supervisors requirements;
8. Maintain up to date standing rules.

e. Personnel Committee: The Personnel Committee shall have the following responsibilities:

1. Recruitment and recommendations of chief administrative staff;
2. Act as an appeal board of employee grievances and recommend action;
3. Prepare and recommend job descriptions and salary ranges for all staff;
4. Study fringe benefit plans for staff;
5. Maintain up to date Personnel Policies.

Section 2: Appointment of Committees: The President will appoint, with the advise and consent of the Board of Directors, the Chairman and members of all standing committees and special committees with the exception of the Nominating Committee. The Committee chairman may be relieved of duties by action of the Board of Directors.

Section 3: Composition of Committees: All committees shall fairly reflect the composition of the Board of Directors and at least one half of the members shall be representatives of the poor and there shall be a minimum of four members on each committee.

The President and the Executive Director shall be ex officio members without vote on all committees of which they are not regular members.

Members of committees need not be directors or representatives of members. Committee members who are not directors shall be ex officio members.

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No director shall serve as a voting member of more than one standing committee at one time.

Whenever there is more than one committee with an opening, and a new delegate is to be assigned to a committee, that a delegate be asked to indicate his preference as to his assignment.

Section 4: Committees: Shall be advisory to the Board of Directors and the Board of Directors must act on the recommendations of all Committees.

Section 5: Quorum: A majority of the regular members of each committee shall constitute a quorum.

Section 6: All committee meetings shall be open, public meetings with the exception of meetings specifically designated by the Personnel Committee to deal with personnal matters affecting employees.

ARTICLE VIII
The Executive Director

Section 1: The Board of Directors may employ an Executive Director who shall carry out the policies of the corporation and shall be responsible for executing the and implementing the decisions approved by the Board of Directors. He shall be subject to the direction of the President during the interim between meetings.

The Executive Director shall prepare all applications for program grants authorized under P.L. 88-452, as amended, or any other law of similar import now or hereafter enacted, and submit them to the Board of Directors for approval.

The Executive Director shall prepare the annual administrative budget and shall control expenditures consistent with the adopted budget.

The Executive Director shall act as liaison between the Board of Directors and the Governing Officials, the Board of Supervisors of Yolo County.

The Executive Director shall perform such other duties as the Board of Directors may from time to time assign.

Section 2: The Executive Director shall cause to be published ten days advance notice of all public meetings giving the time, place and agenda.

Section 3: Subject to Personnel Policies and practices approved by the Board of Directors, the Executive Director shall have the authority to employ all paid personnel of the corporation according to positions authorized by the Board of Directors, and the Executive Director shall have the authority to dismiss paid personnel.

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Section 4: The Executive Director shall be an ex officio member without vote on all corporation committees and shall participate in meetings of the Board of Directors.

Section 5: The Executive Director and all paid staff shall post with this corporation at its expense a fidelity bond in an amount approved by the Board of Directors.

Section 6: The Executive Director shall be the Secretary to the Commission and as Secretary be employed to record the actions of the Commission.

ARTICLE IX
Amendments

Section 1: The By-Laws may be amended by a two third vote of the Board of Directors.

Section 2: Amendments shall be proposed only at regular meetings of the Board of Directors:

a. If the proposed amendment is recommended for adoption by a duly appointment By-Laws Committee of the Board of Directors, then such amendment may be adopted at the regular meeting at which it is proposed, provided a copy of the proposed amendment has been mailed to each director at least seven days before the meeting.

b. If the proposed amendment is not recommended for adoption by a duly appointed Membership & By-Lays Committee of the Board of Directors, then the Board of Directors may adopt a resolution to consider the proposed amendment at its next regular meeting. A copy of the proposed amendment shall be mailed to each director at least seven days prior to such meeting.

ARTICLE X
Parliamentary Authority

The rules contained in Robert's Rules of Order Revised shall govern this organization in all cases to which they are not inconsistent with these By-Laws.

ARTICLE XI
Resource Board

The Board of Directors shall appoint a Resource Board consisting of organizations, individuals and public agencies which have an interest in the work of the corporation and are willing to assist the corporation in its community programs to combat poverty.

Each organization or public agency appointed to the Resource Board shall appoint one individual to represent the organization or public agency on the Resource Board.

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The Resource Board shall meet regularly and at least once annually upon call of the President of the corporation to consult with the Board of Directors on the work of the corporation. The President may call a meeting of the Resource Board at such other times as he feels it necessary.

:lt
3-14-74

Address any reply to: P.O. Box 36040, San Francisco, Calif. 94102

US Treasury Department

District Director
Internal Revenue Service

Date: April 5, 1968

In reply refer to: L-178, Code 414 :JKD:Rn:7307

Economic Opportunity Commission of
Yolo County, Inc.
313 Fourth Street
Woodland, California 95695 · Micro Fiched

Purpose: Charitable and Educational

Address Inquiries and File Returns with District Director of Internal Revenue: San Francisco

Form 990-A Required: ☒ Yes ☐ No

Accounting Period Ending: February 28/29

SF-EO-68-214

Gentlemen:

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

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m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

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v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

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8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment Section 603(a)(2)).

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(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO
(Legal Name of Applicant)

BOARD OF SUPERVISORS
Yolo County Courthouse
P.O. Box 1098
Woodland, California 95695

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TWYLA J. THOMPSON (SEAL)
(Signature of Authorized Officer)

TWYLA J. THOMPSON, Chairman
Board of Supervisors, County
of Yolo, State of California
(Typed Name & Title of Authorized Officer)

August 1, 1977
(Date of Application)

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

RECEIVED
SEP 22 1977
LAURENCE P. HENIGAN, Clerk
By.....

AGREEMENT NO. 77-157
PROJECT

FILED
SEP 22 1977
LAURENCE P. HENIGAN, Clerk
By..... DEBRA E. CONLEY

Sub-Grantee Name	
City of Winters (Project #02)	
Address	
318 First Street	
City	**Phone:**
Winters, CA 95694	759-4910
Program Director	Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 27,483.

2. Grant period begins 7-25-77 and ends 4-24-78.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

WINTERS
(Legal Name of Sub-Grantee)

Michael E. Jones
(Signature of Authorized Officer)

MICHAEL E JONES ADMINISTRATOR
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____
DEPUTY

SY-52

(SEAL)

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

77-157 Book

PROJECT NAME CITY OF WINTERS-PUTAH CREEK ENVIRONMENTAL IMPROVEMENT PROJECT PROJECT NO. 02

RECRUITMENT WILL START 7-1-77.

SPECIAL AND RECENT VETERANS (IF ANY) WILL BE REFERRED 7-6-77.

RECRUITMENT WILL BE COMPLETED 7-12-77.

APPLICATIONS WILL BE DELIVERED 7-14-77.

SELECTION AND ENROLLMENT WILL BE MADE 7-22-77.

PROJECT WILL START ON CONTRACT DATE OF 7-25-77.

AGREEMENT NO. 77-159

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609 (Federal Register May 13, 1977 Part IV)

THIS AGREEMENT made and entered into this 25th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the City of Winters (Project #02) hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H :

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1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

A. This agreement

B. Signature sheet

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing July 25, 1977 and terminating on April 24, 1978. Said term of this agreement shall not exceed nine months.

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

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A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS; ----- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made. Micro Fiched

7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

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12. LEGAL RELATIONSHIP:

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

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D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

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C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

Micro Fiched

18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

Subgrant No. _____ Program Agent

TWYLA J. THOMPSON (SEAL)
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairman, Board of Supervisors
Title of Authorized Officer

Date July 15 1977

_____
Legal Name of Subgrantee

Micro Fiched

_____
Signature of Authorized Officer

_____
Title of Authorized Officer

Project #02

CITY OF WINTERS

PUTAH CREEK ENVIRONMENTAL IMPROVEMENT

POSITION/TITLE		WAGES AND BENEFITS
Public Works Maintenance Worker		$ 9,017
Public Works Maintenance Worker		9,017
Public Works Maintenance Worker		9,017
Clothing (3 workers x $16.00 x 9 months)		432
Three Positions	TOTAL COST	$ 27,483

Micro Fiched

Contract period 9 months effective 7-25-77 through 4-24-78.

APR 13 1977

PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

Micro Fiched

YOLO COUNTY

C

Project Name PUTAH CREEK ENVIRONMENTAL IMPROVEMENTS PROJECT

Organizational Name City of Winters

Organizational Address 318 First Street , Winters CA 95694

Telephone Number (916) 795-4910

Director's Name Arthur E. Snider, Superintendent of Public Works

Person(s) to Contact Michael E. Jones, Personnel Director/Administrator

Authorized Signature Michael E. Jones

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: California

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Primarily to remove debris, dead foliage, and perform minor bank maintenance along Putah Creek and Dry Creek, and City easements and properties.

Micro Fiched

b. What are the expected results of this project? To remove dangerous organism breeding habitats; to upgrade the overall public health and safety conditions in and around the project site; to enhance and (see attachment, 2b.)

c. What is the Public Service provided by this project? To optimize public health and welfare by enriching the City's physical surroundings.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

As one objective in the City's overall goal to rehabilitate, preserve, and make safe for its residents and visitors the urban open space and physical environment, the Putah Creek Environmental Improvements Project's intent is to focus in on a rapidly deteriorating area of the City, in an attempt to arrest this process and make this area once again a usable and accessible scenic open space. To complete this task it is essential to create three new positions whose responsibilities would be to carry out such specific tasks that would meet the goal and objectives as stated above. The activities necessary to accomplish these are as follows, not to exclude other tasks as the Superintendent of Public Works specifies to complete the project;

Under supervision, to perform a variety of unskilled and semiskilled manual tasks; and to do related work as required.

This class may be used as the entry-level class into the City of Winters Public Works functions, and may be used for training inexperienced personnel.

Works independently or as a member of a crew performing maintenance work. Will perform clean up and debris removal on parkgrounds, scenic waterways, highways, and/or perform other scenic enrichment

2b. (cont.) ...improve the visual qualitites and natural aethetics of this open space; and to provide work opportunity and skill development.

3. (cont.)...public works or utility functions. May include landscape work such as erosion control, earth removal, plant removal, and pruning. Assists in trimming, planting, watering, and caring for the City's trees.

May operate light motorized equipment and power tools and drive a pick-up or truck. May be required to perform the ordinary work of maintaining grounds of ~~City parks,~~ mowing and edging lawn with hand and powered tools. associated with this project

DELETE Major { Individual candidates in the program may be given the opportunity to enhance their skills by assisting in the maintenance and repair of other public utility service systems.

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ATTACHMENT

4. Budget

Total Personnel Costs (A & B) $ 27,483.03
Attach itemized fringe benefits

A. Salaries and Wages $ 19,764.00

B. Fringe Benefits $ 7,719.03

Total funds requested (Equals total personnel costs) $ 27,483.03

Total positions requested 3

Average cost per position requested (total budget divided by number of positions) $ 3,053.67

Complete the following information for each position requested. Attach job description sheet for each job title listed.* Micro Fiched

Job Title	Monthly Salary	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position
Public Works Maintenance	732.00	285.89	9	9,161.01
Public Works Maintenance	732.00	285.89	9	9,161.01
Public Works Maintenance	732.00	285.89	9	9,161.01

Duration of Projection

Estimated from ~~May 15, 1977~~ to February 15, 1978

*Attach additional sheet if necessary.

Job Title: PUBLIC WORKS MAINTENANCE

Job Description:

Under supervision, to perform a variety of unskilled and semiskilled manual tasks; and to do related work as required.

This class may be used as the entry-level class into the City of Winters Public Works functions, and may be used for training inexperienced personnel.

Works independently or as a member of a crew performing maintenance work. Will perform clean up and debris removal on parkgrounds, scenic waterways, highways, and/or perform other scenic enrichment public works or utility functions. May include landscape work such as erosion control, earth removal, plant removal and pruning. Assists in trimming, planting, watering, and caring for the City's trees.

Micro Fiched

May operate light motorized equipment and power tools, and drive a pick-up or truck. May be required to perform the ordinary work of maintaining grounds of City parks, mowing and edging lawn with hand and powered tools.

DELETE 8/3/83

Individual candidates in the program may be given the opportunity to enhance their skills by assisting in the maintenance and repair of other public utility service systems.

5. Geographic area to be served by the Project: In the City of Winters, the northern banks of Putah Creek and Dry Creek, and City easements and properties.

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes [XX] No [ ]

b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes [XXX] No [ ]

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes [XXX] No [ ]

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes [XX] No [ ]

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes [XXX] No [ ]

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes [XXX] No [ ]

Micro Fiched

Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The Winters community has a relatively high unemployment rate and low median income per household ($7,000: 44% of households being in the less than $6,000 annual income level). The population of the City and the composition of the present City work force reflects its twenty-two percent minority population.

As an employer, the City of Winters experience in working with disadvantaged, underemployed, long term unemployed, and newly employed is varied. Those individuals include present and past regular City employees, CETA employees, Fire Department Volunteers, Police Department Reserves, and Manpower Youth Trainees.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

Mr. Arthur Snider, the City's Superintendent of Public Works, will provide general, and in some instances, specific supervision for the project. Mr. Snider has over twenty five (25) years experience in supervising construction and public works type projects.

Mr. Manuel Garcia is the most likely immediate supervisor. Mr. Garcia has many years experience with the City in the area of parks maintenance and related activities.

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9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer
Mayor, Jack L. Atherton,	School teacher, Winters School Dist.
Vice Mayor, George Duncan	Lineman, PG & E, Woodland
Councilman, Gary Freeman	Manager, PG & E, Winters
Councilman, Ralph Norfolk	Butcher, Safeway Store, Woodland
Councilwoman, Vereta Sellers	Ministers Wife, Baptist Church, Winters

Micro Fiched

10. a. Describe the project in detail.
    b. Describe the time frame for completing each phase of the project.
    c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

A current and urgent problem facing the entire communtiy of Winters and its area residents is the pollution and ecological decay of the Dry Creek and Putah Creek natural environment. This aesthetically blighted and unsafe area --resulting from illegal disposal of debris and dead foliage, and contributing to high pollution and algae levels in its waters--has not only advanced the physical deterioration of surrounding lands, but has furthered the socio-economic deterioration of the adjacent business district as well. Therefore, in an attempt to provide a healthy and safe physical and socio-cultural environment for the area's residents we feel it vital to upgrade, conserve, and preserve the physical attributes of the Putah Creek and Dry Creek area, so as to further our objectives for health and safety enrichment.

Specifically, the Project details will include the removal of debris and dead foliage; to trim plants; to perform bank maintenance and erosion control; and related activities, along the banks of Putah Creek and Dry Creek. Similar functions will be carried out along the City's scenic roadways, City parks, and on other City properties.

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The Project program is invisioned to have sufficient flexibility to permit traditional training of individuals desiring such training. This would include repair and instillation techniques associated with underground public utility services.

The projected manhours, and estimated time frame for the Project to be completed is as follows:

Area	Manhours	Months (3 persons)
Putah Creek Area	1297.5	2.5
Dry Creek Area	778.5	1.5
Scenic Roadways	519.0	1.0
Parks/Other City Property	1038.0	2.0
Utility Services Orientation	1038.0	2.0

As mentioned earlier, Mr. Arthur Snider, Superintendent of Public Works, will undertake general supervision, and determine Project priorities.

Immediate supervisors throughout the various phases of the Project will be:
Mr. Manuel Garcia, Head Maintenance Person I, Parks and Sanitation;
Mr. Warren Wann, Head Maintenance Person I, Parks; and
Mr. Charles Beck Jr., Head Maintenance Person I, Streets.

11. a. State in detail what community need this project fulfills.
    b. Describe how this need was determined (i.e., cité studies, research, public hearings, etc.)
    c. What evidence can you state that the community would place a high priority on this project.

    (Supplemental pages may be attached for complete description)

Due to the long term neglect of the City's fringe area, the need for general maintenance and treatment to assure the residents of safe, open space is greatly demanded. In order to manage this demand the City work force requires additional manpower for this task, because current City projects, ie., HUD grant street improvements, the building of a new sewer treatment plant, and other essential public works projects to enhance health, have delayed the secondary element of the City's goal to beautify its open spaces.

Micro Fiched

Support for a community enhancement project of this magnitude has been determined by voluntary citizen input, at City Council meetings and informally; by City Council and Planning Commission members; by the Superintendent of Public Works; the County Public Health Office; and by State officials who have toured the Project sites. All unanimously verify the Project would be of high value, and particularly of great worth to the surrounding neighborhoods and business district, as part of the City's renewal efforts.

The most convincing evidence that the community and its concerned constituents would place a high priority on this Project is that it can be shown that City growth has not occurred in this area--rather, it has steadily declined--and growth is advancing north, encroaching on agricultural land. To allow this kind of growth to continue defeats the City's policy to conserve and reuse existing urban land and open space, and preserve vital agricultural land.

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

____	Professional	7	Skilled
4	Semi-Professional	____	Unskilled
2	Clerical	5	Semi-Skilled

TOTAL 18

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13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The City Corporation Yard is the only facility that is required for the Project, where work briefings will be conducted, and tools and equipment will be stored. It is presently equipped to handle such functions adequately. The actual work will be carried out in the open environment.

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14. Describe the organizational planning that has been done for the Project to ensure its operational success.

The existing organizational structure of the Public Works Department, with its coordination with City, County, and State agencies in the fields of park and recreation management, public health and welfare, and sanitation engineering will permit the successful undertaking of the Project.

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15. Administration and Operational Costs

a. List all CETA funds allocated to your organization [illegible]

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II			
III			
VI	10/1/76 - 9/30/77	7	87,667.00 -2,875.18* 84,791.82
TOTAL			

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Comments: Grant was originally made for Title II positions. Title II positions have been transferred to Title VI.

*Carry over from September 30, 1976.

b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
HUD Grant #121	January 1977 to August 1977	$146,850	Street Construction (Sewer and water lines included)
State and Federal Clean Water Grant	May 1977 to January 1978	773,500	Construct Wastewater Treatment Facilities (mandatory)
Revenue Sharing	July 1977 to July 1978	28,000	To maintain existing services
1976 Anti-recessionary Grants Act	July 1977 to March 1977	4,900	To maintain existing facilities
TOTAL			

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Comments:

Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

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Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

This is a General Law City in the State of California

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Richard D. Jones

Authorized Signature

April 13, 1977

Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

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m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

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v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills: except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

Micro Fiched

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

Micro Fiched

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment Section 603(a)(2)).

Micro Fiched

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF Yolo	BOARD OF SUPERVISORS Yolo County Courthouse P.O. Box 1098 Woodland, California 95695
(Legal Name of Applicant)	(Address)
TWYLA J. THOMPSON (Seal)	Micro Fiched
(Signature of Authorized Officer)	
TWYLA J. THOMPSON, Chairman Board of Supervisors, County of Yolo, State of California	
(Typed Name & Title of Authorized Officer)	July 25, 1977 (Date of Application)

RECEIVED
OCT - 5 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 77-158
PROJECT

FILED
OCT - 5 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
Deputy

Sub-Grantee Name Diogenes Youth Services (Project #07)
Address 1421 Drake Drive
City Davis, CA 95616
Phone: 756-5668
Program Director

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 20,865.

2. Grant period begins 8-29-77 and ends 6-28-78.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

Ronald W. Clement,
Executive Director

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____
DEPUTY

SY-52

(SEAL)

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

77-158
Book

PROJECT NAME DIOGENES YOUTH SERVICES - RURAL OUTREACH PROJECT PROJECT NO. 07

RECRUITMENT WILL START 8-8-77.

SPECIAL AND RECENT VETERANS (IF ANY) WILL BE REFERRED 8-10-77.

RECRUITMENT WILL BE COMPLETED 8-16-77.

APPLICATIONS WILL BE DELIVERED 8-18-77.

SELECTION AND ENROLLMENT WILL BE MADE 8-26-77.

PROJECT WILL START ON CONTRACT DATE OF 8-29-77.

FILED
AUG 24 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
Deputy

AGREEMENT NO. 77-158

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609 (Federal Register May 13, 1977 Part IV)

THIS AGREEMENT made and entered into this 29th day of August, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the Diogenes Youth Services (Project #07) hereinafter referred to as SUBGRANTEE.

RECEIVED
AUG 24 1977
LAURENCE P. HENIGAN, Clerk
By
Deputy

W I T N E S S E T H :

1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

A. This agreement

B. Signature sheet

Micro Fiched

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing August 29, 1977 and terminating on June 28, 1978. Said term of this agreement shall not exceed ten months. Micro Fiched

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS; ----- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made.

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7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

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12. LEGAL RELATIONSHIP:

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

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D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

Micro Fiched

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

Micro Fiched

18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

Subgrant No. _____ Program Agent

Twyla J. Thompson
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairman, Board of Supervisors
Title of Authorized Officer

Date July 15 1977

Diegaro, Inc.
Legal Name of Subgrantee

Micro Fiched

Signature of Authorized Officer

Executive Director
Title of Authorized Officer

Project #07

DIOGENES YOUTH SERVICE

RURAL OUTREACH

POSITION/TITLE		WAGES AND BENEFITS
Outreach Worker		$ 6,955
Outreach Worker		6,955
Outreach Worker		6,955
Three Positions	TOTAL COST	$ 20,865

Micro Fiched

Contract period 10 months effective 8-29-77 through 6-28-78.

1

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PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

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C

Project Name Rural Outreach Project

Organizational Name Diogenes Youth Services

Organizational Address P.O. Box 807, 1421 Drake Drive, Davis, CA 95616

Telephone Number 916/756-5668, 756-5665

Director's Name Deborah E. Brouse, Program Director
Ronald W. Clement, Executive Director

Person(s) to Contact same

Authorized Signature

1. Type of Organization

Local Government

XX- Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: _____

Micro Fiched

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Publicity and coordination of human services available to rural Yolo County youth (ages 12-18) and encouragement of youth involvement in community activities.

b. What are the expected results of this project? Increased public awareness in rural communities of human services and youth involvement opportunities; more youth taking advantage of these opportunities.

c. What is the Public Service provided by this project? Informing rural youth of human services available and encouraging their use of these services and their involvement in community activities.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

Three full-time workers will conduct a one-time outreach effort to inform rural Yolo County youth of the human services available to them and encourage their use of them. Workers will serve Esparto, Winters and other rural areas, compiling resource files of those services available to their respective communities, and working in the high schools and junior high schools to publicize and facilitate referrals to those services available. Publicity will involve such means as classroom presentations, school assemblies, working with counseling groups, teacher inservice training and parent group meetings. To facilitate youth's use of available services, active referrals will be made, transportation provided when necessary, and follow-up done on each youth referred. The outreach workers will also promote youth community involvement, both in this project and in other community activities. Diogenes Youth Services will provide supervision and support services.

4. Budget

Total Personnel Costs (A & B) $ 20,865.00
Attach itemized fringe benefits

A. Salaries and Wages $19,500.00

B. Fringe Benefits $ 1,365.00

Total funds requested (Equals total personnel costs) $ 20,865.00

Total positions requested 3

Average cost per position requested (total budget divided by number of positions) $ 6,955.00

Complete the following information for each position requested.
Attach job description sheet for each job title listed.*

Micro Fiched

Job Title	Monthly Salary	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position
Outreach Worker**	$ 650.00	$ 45.50	10	$ 6,955.00
Outreach Worker**	$ 650.00	$ 45.50	10	$ 6,955.00
Outreach Worker**	$ 650.00	$ 45.50	10	$ 6,955.00

Duration of Projection

Estimated from August 15, 1977 to June 15, 1978

**Job description is included in project description under section 10 (page 8) below.

*Attach additional sheet if necessary.

5. Geographic area to be served by the Project: Esparto/Capay Valley, Winters, Dunnigan/Zamora, Clarksburg, Yolo, Knight's Landing

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes [X] No [ ]

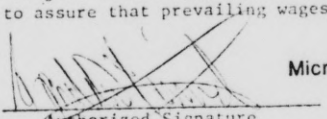
b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes [X] No [ ]

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes [X] No [ ]

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes [X] No [ ]

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes [X] No [ ]

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes [X] No [ ]



Micro Fiched

Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

Diogenes has had eight years experience in working with groups and individuals who are considered disadvantaged. We have provided assistance including counseling, shelter, information, referral, advocacy, education, etc. to individuals of all ages and cultural/ethnic backgrounds. We have assisted many people in securing employment. Organizationally we are sound and growing and hence are certain we would be successful in implementing our proposed CETA project.

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer
Judy Brush (Chairperson)	Counselor, Davis Joint Unified School District
Grace Cheng	Student, Davis High School
Grace Goodpaster	Artist
Jeanie Hippler	Director of Recreation Programs City of Davis
Susan Hoskins	M.S.W. Graduate Student and part-time Counselor, Sacramento Probation Department
Douglas Matheson	Attorney at Law
Richard Maurer	Youth Services Investigator Davis Police Department
Nancy Ordway	Administrative Analyst California Legislative Analyst
Deborah Seiler	Systems Evaluator State of California

Micro Fiched

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

The project's direct supervisor will be Deborah Brouse, Program Director at Diogenes Youth Services. Deborah has a B.A. degree from Brown University and has been involved in human service work for three years, working as Program Director for Teen Help, Inc. in Fountain Valley, California before she came to Diogenes. During the 1975-76 school year she was Diogenes' outreach Youth Counselor in Esparto Elementary School. Since June 1976 she has worked in the Davis family crisis intervention program, serving as Program Director since November 1976. Her duties in this position include supervision of the present Esparto outreach counselor.

Micro Fiched

Ronald W. Clement, Executive Director of Diogenes Youth Services, has ultimate responsibility for all activities of the organization. Ron has an M.A. degree in Rhetoric, with an emphasis on behavioral science, from the University of California at Davis. He has been with Diogenes for five and a half years and has served as Executive Director since September 1972.

10. a. Describe the project in detail.
    b. Describe the time frame for completing each phase of the project.
    c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

The goal of this project is to work with rural Yolo County youth to increase their awareness of human services and community involvement opportunities available to youth and encourage their taking advantage of them. It is a one-time rural outreach effort which can be completed over one school year. Three full-time outreach workers will be needed, one in Esparto, one in Winters and one rotating among other rural areas of the county.

Micro Fiched

Since Esparto/Capay Valley and Winters are prime target areas, a full-time worker will be in each community, to work in the high school and junior high school. These workers will compile a resource file of human services available to their community's youth and publicize their availability by such means as classroom presentations, school assemblies, working with school counseling groups, teacher inservice training and parent group meetings. They will also encourage the youth to take advantage of the available services by actively referring them to service agency personnel, transporting them when necessary and following up on youth referred. They will involve youth in the implementation of this project and will promote youth involvement in community activities as well. A third full-time person will undertake a similar role, rotating between schools in Dunnigan/Zamora, Knight's Landing, Clarksburg, Yolo and other rural areas of Yolo County. The three workers may also work in Davis, Woodland and the East Yolo area on an as-available basis, doing classroom presentations and the like.

The human services resource files compiled by these workers can be used by community people and school personnel in years to come. The training of parents and school personnel will further insure that this project's value will continue after the project itself is completed.

All three outreach workers will be hired by August 15, 1977. During August they will receive training at Diogenes Youth Services in Davis in referral techniques and an introduction to major youth and human services organizations in Yolo County. Beginning about September 1 they will work in the communities to which they are assigned to compile a complete listing of services available and to gain an understanding of which service agencies community people are aware of and prefer. By November 30 the resource files will be completed. From December 1 through the end of the school year (about June 15) they will publicize and facilitate participation in the services available and in any community activities open to youth, by the means described above. Follow-up will be done on each youth referred within two weeks after the referral date.

(continued)

(10, continued)

Diogenes Youth Services in Davis will provide supervision and support services to the outreach workers, who will attend one staff meeting and one case management meeting per week at Diogenes. Deborah Brouse, the Program Director at Diogenes, will be their supervisor.

Micro Fiched

11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

There are a number of human service agencies in Yolo County that purport to serve youth in the entire county, yet awareness of these service providers in rural communities is minimal. Therefore very few youth in these areas are taking advantage of the services available. This project would serve to increase the visibility of the services available and facilitate rural youth's initial involvement with the service agencies. The project would also serve to promote youth involvement in community activities, which would help meet the often expressed need for constructive activity for youth.

Micro Fiched

The need for this project has been demonstrated in a number of ways. Diogenes Youth Services in Davis operates a 24-hour hotline which provides an information and referral service for youth; hotline callers from the rural areas are very few in number, though the line has been in operation for eight years, and those rural youth who do call show almost no awareness of other service agencies in Yolo County. Diogenes' one Esparto Youth Counselor states that the youth she works with value highly any information they can get on available youth services. Ed Traverso, Superintendent of the Esparto Unified School District, and Howard Hupe, Counselor at Winters High School, have both stated that there is a need for greater publicity of available services to their communities' youth.

The Yolo County Mental Health 1977 Children's Task Force Report states that "there exists widespread misinformation and/or lack of information by residents of Yolo County regarding existing and potential mental health services within the County." The Yolo County Human Services Council's December 1976 report to the Board of Supervisors, Human Needs in Yolo County, further testifies that (1) residents in most of the rural communities have minimal awareness of what services are available to meet their human needs, and (2) youth are finding insufficient opportunities to get involved in meaningful activity. Both the Mental Health report and the Human Needs survey are based on testimony from public hearings held in the rural communities concerned. All of this testimony is evidence that the rural communities would place a high priority on this project.

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

11	Professional	_____	Skilled
6	Semi-Professional	_____	Unskilled
3	Clerical	_____	Semi-Skilled

TOTAL 20

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The three outreach workers will arrange to work in the high schools and junior high schools of their respective communities. This has already been explicitly approved by school personnel in Esparto and Winters and should be readily facilitated in the other areas as well. The schools are the best locations for the projects since they are the central focal points of youth activity. Office headquarters for the workers will be at Diogenes Youth Services in Davis, where ongoing training, supervision and project coordination will take place.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

Diogenes has been offering comprehensive youth services to Davis and Yolo County youth for eight years, and for some time we have wanted to expand our outreach effort to reach more rural youth. This project would allow us to realize this longtime objective.

Diogenes has had a Youth Counselor working successfully in Esparto Elementary School (grades K-8) for the past three years. This experience in a rural community has helped us a great deal in planning for this project. We have also served a number of Winters youth and their families in the Davis family crisis intervention program and done some counseling in cooperation with Winters High School. The Diogenes Board of Directors has authorized this expanded outreach program. Micro Fiched

We have met with Ed Traverso, Superintendent of the Esparto Unified School District, and with Howard Hupe, Counselor at Winters High School, to discuss plans for this project, and both have enthusiastically supported it. We also met with Twyla Thompson, Yolo County Supervisor of the Fifth District, to discuss these plans. She further supported our plans and suggested that we promote youth involvement in the community in our outreach program.

Finally, Diogenes staff participated in both the Mental Health Children's Task Force and the Yolo County Human Services Council in their development of the reports cited under section 11 above. This involved compiling and interpreting information gleaned from public hearings held in rural Yolo County communities on the special needs of residents in those communities. The insights gained from this involvement have further prepared us to carry out a successful project.

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II			
III			
VI			
TOTAL			

Comments:

Micro Fiched

b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

Micro Fiched

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Federal DHEW	7/76-6/77	$ 37,400	Services for runaway youth, including prevention
	10/76-9/77	56,000	
	7/77-6/78	36,000	
	10/77-9/78	20,000	
City of Davis	7/76-6/77	1,500	Youth Services
	7/77-6/78	1,500	
County of Yolo	7/76-6/77	6,500	Sexual Assault Center
	7/76-6/77	12,500	Youth Services
	7/77-6/78	18,000	Youth Services
	7/77-6/78	4,000	Outreach
County of Sacramento	10/76-9/77	12,000	Youth Services
	10/77-9/78	9,500	Youth Services
Esparto Unified School District	9/76-6/77	5,000	Peer Counseling
TOTAL		$219,900	

Comments:

Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

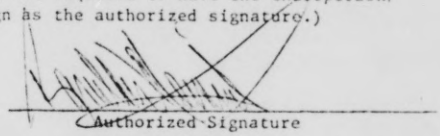
Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)



Authorized Signature

4-14-77

Date

ARTICLES OF INCORPORATION

OF

DIOGENES, INCORPORATED

I

The name of this corporation shall be DIOGENES, INCORPORATED.

II

The purposes for which this corporation is formed are:

(a) To provide preventative and intervention services in the areas of drug abuse and other personal problems, with particular attention to the needs of young people and other individuals who cannot or will not normally seek out such services from established public and private agencies.

Micro Fiched

(b) The general purposes and powers are:

(1) To buy, lease, rent, or otherwise acquire, hold, or use, own, enjoy, sell, exchange, lease as lessor, mortgage, deed in trust, pledge, encumber, transfer on trust, or otherwise dispose of any and all kinds of property, whether real, personal or mixed and to receive property by devise or bequest;

(2) To borrow money and to contract debts, to issue bonds, notes and other evidences of indebtedness, and to secure them by any or all of the property of this corporation, or to issue them unsecured;

(3) To enter into, make, perform, and carry out contracts of every kind for any lawful purpose and without limit on amount with any person, firm, or corporation; and

(4) To have and to exercise all the powers conferred by the California General Nonprofit Corporation law on non-profit corporations, as that law is now in effect or may at any time hereafter be amended.

Notwithstanding any of the above statements of purposes and powers, this corporation shall not engage in activities that in

themselves are n[illegible] in furtherance of the pu[illegible]oses set forth in paragraph (a) of this Article II, and nothing contained in the foregoing statement of purposes shall be construed to authorize this corporation to carry on any activity for the profit of its members, or to distribute any gains, profits, or dividends to any of its members as such.

III

This corporation is organized pursuant to the General Nonprofit Corporation Law of the State of California.

Micro Fiched

IV

The County and the State where the principle office for the transaction of the business of the corporation is located is Yolo County.

V

The name and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Robert Warren	2407 Anza Ave. Davis, California
Jeanne Mathews	330 Mills Davis, California
Shirley Maus	1006 Oak Ave. Davis, California
Frebble Motley	732 Elmwood Davis, California
Steven Ribble	2303 Regis Drive Davis, California
Richard Targow	519 F Street Davis, California
Janna Ullroy	2120 Loyola Davis, California

VI

The authorized number and qualifications of members of the corporation, the different classes of membership, if any, the property, voting and other rights and privileges of members, and their liability to dues and assessments and the method of collection thereof, shall be as set forth in the By-laws.

Micro Fiched

VII

The property of this corporation is irrevocably dedicated to charitable or religious purposes, and upon liquidation, dissolution or abandonment of the owner, after providing for the debts and obligations thereof, the remaining assets will not inure to the benefit of any private person but will be distributed to a non-profit fund, foundation or corporation which is organized and operated exclusively for charitable or religious purposes and which has established its tax exempt status under Section 501 (c)(3) of the Internal Revenue Code.

VIII

The name of the unincorporated association that is being incorporated is DIOGENES HOUSE.

IN WITNESS WHEREOF, the undersigned, being the chairman and the secretary, respectively, of DIOGENES HOUSE, the unincorporated association that is being incorporated by these Articles of Incorporation, have executed them this _____ day of _____, 1973.

_____ _____

State of California)
) ss.
County of Yolo)

On this _____, 1973, before me, the undersigned, a Notary Public, personally appeared _____ _____ and _____, known to me to be the persons whose names are subscribed to these Articles of Incorporation, and acknowledged to me that they executed the same.

Micro Fiched

_____
Notary Public for the State of California

(S E A L)

AFFIDAVIT

State of California)
)
County of Yolo)

_____ and _____, being first sworn, each for himself, says: That _____ is the chairman and that _____ is the secretary of DIOGENES HOUSE, the unincorporated association mentioned in the foregoing Articles of Incorporation; that the association has authorized its incorporation and has authorized the undersigned, as the officers, to execute the Articles of Incorporation.

_____ _____

Subscribed and sworn to before me on _____, 1973.

(S E A L)

_____
Notary Public

BYLAWS OF

DIOGENES INCORPORATED

A NONPROFIT CORPORATION

ARTICLE I. OFFICES

Section One. Principle Office. The principle office of the corporation in the State of California shall be located in the City of Davis, County of Yolo.

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Section Two. Other offices. The corporation may have such other offices, either within or without the County of Yolo, State of California, as the board of directors may determine or as the affairs of the corporation may require from time to time.

ARTICLE II. MEMBERS

Section One. Classes of Members. The corporation shall have one (1) class of members. The qualifications and rights of the members of such class shall be as follows: Any person who desires to participate in the purposes of the corporation, or who desires to contribute to the corporation, may be a member.

Section Two. Election of Members. Members shall be elected by the board of directors. An affirmative vote of two-thirds of the directors shall be required for election.

Section Three. Voting rights. Each member shall be entitled to one vote on each matter submitted to a vote of the members.

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Section Four. Termination of Membership. The board of directors, by affirmative vote of two-thirds of all of the members of the board, may suspend or expel a member for cause after an appropriate hearing, and, by a majority vote of those present at any regularly constituted meeting, may terminate the membership of any member who becomes ineligible for membership, or suspend or expel any member who shall be in default in the payment of dues for the period fixed in Article IX of these bylaws.

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Section Five. Resignation. Any member may resign by filing a written resignation with the secretary, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, or other charges theretofore accrued and unpaid.

Section Six. Reinstatement. Upon written request signed by a former member and filed with the secretary, the board of directors by the affirmative vote of two-thirds of the members on the board, may reinstate such former member to membership on such terms as the board of directors may deem appropriate.

Section Seven. Transfer of Membership. Membership in this corporation is not transferable.

ARTICLE III. MEETINGS OF MEMBERS

Section One. Annual Meeting. An annual meeting of the members shall be held at Davis, California on the first Monday in the month of May in each year, beginning with the year 1974 at the hour of 8:00 o'clock p.m. for the purpose of electing directors

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and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of California, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

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Section Two. Special Meetings. Special meetings of the members may be called by the chairman, the board of directors, or not less than one-tenth of the members having voting rights.

Section Three. Place of Meeting. The board of directors may designate any place, either within or without the State of California as the meeting place for any annual meeting or for any special meeting called by the board of directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of California ; but if all of the members shall meet at any time and place, either within or without the State of California, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

Section Four. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of members shall be delivered either personally or by mail, to each member entitled to vote at such meeting, not less than ten nor more than five days before the date of such meeting, by or at the direction of the chairman, or the secretary, or the officers or persons

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attending the meeting. In case of a special meeting or when rendered by statute or by these bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

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Section Five. Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any action that may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section Six. Quorum. The members holding 50% of the votes that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section Seven. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after ninety days from the date of its execution, unless otherwise provided in the proxy.

Section Eight. Voting by Mail. Where directors or officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the board of directors shall determine.

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Section Nine. Cumulative Voting. At any election for directors of the corporation, each and every member entitled to vote may accumulate his vote and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which he is entitled or each member may distribute his votes among as many candidates for directors as the member thinks proper.

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The candidates for directors receiving the highest number of votes up to the number of directors to be elected, are elected.

ARTICLE IV. BOARD OF DIRECTORS

Section One. General Powers. The affairs of the corporation shall be managed by its board of directors. Directors need not be members of the corporation.

Section Two. Number, Tenure, and Qualification. The minimum number of directors, shall be seven (7) and the maximum shall be thirteen (13). Each director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified.

Section Three. Regular Meeting. A regular semi-annual meeting of the board of directors shall be held without other notice than in this bylaw, immediately after, and at the same place as, the annual meeting of members. The board of directors may provide by resolution the time and place, either within or without the State of California, for the holding of additional regular meetings of the board without other notice than such resolution.

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Section Four. Special Meetings. Special meetings of the board of directors may be called by or at the request of the chairman and any two directors. The person or persons authorized to call special meetings of the board may fix any place, either within or without the state, as the place for holding any special meeting of the board called by them.

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Section Five. Notice of any special meeting of the board of directors shall be given at least twenty-four (24) hours previously thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

Section Six. Quorum. At least 50% of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board; but if less than a majority of the directors are present at said meeting, a majority of the directors present

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may adjourn the meeting from time to time without further notice.

Section Seven. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by these bylaws. Micro Fiched

Section Eight. Vacancies. Any vacancy occurring in the board of directors and any directorship to be filled by reason of an increase in the number of directors shall if it reduces the board to less than seven (7) members be filled forthwith by the board of directors. If the vacancy reduces the board to more than seven (7) members, it may be filled by the board. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section Nine. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the board of directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at such regular or special meeting of the board; but nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefrom.

ARTICLE V. OFFICERS

Section One. Officers. The officers of the corporation shall be a chairman, a secretary, a treasurer, and such other officers as may be elected in accordance with the provisions of this article. The board of directors may elect or appoint such

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other officers, including one or more assistant secretaries, and one or more assistant treasurers, as it shall deem desirable, such officer to have the authority and perform the duties prescribed, from time to time, by the board of directors. Any two or more offices may be held by the same person, except the offices of chairman and secretary.

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Section Two. Election and Term of Office. The officers of the corporation shall be elected semi-annually by the board of directors at the regular annual meeting of the board of directors. If the selection of officers shall not be held at such meeting, such selection shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the board of directors. Each officer shall hold office until his succesors shall have been duly elected and shall have been qualified.

Section Three. Removal. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to contract rights, if any, of the officer removed.

Section Four. Chairman. The chairman shall be the principle executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the board of directors. He may sign, with the secretary or any other proper officer of the corporation authorized by the board of directors, any deeds, mortgages, bonds, contracts, or other

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instruments that the board of directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws or by statute to some other officer or agent of the corporation; and in general he shall perform all duties as may be prescribed by the board of directors from time to time.

Micro Fiched

Section Six. Vice-Chairman. In the absence of the chairman or in event of his inability or refusal to act, the vice-chairman, if there be one, or if there is not, the secretary, shall perform the duties of the chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairman. Any vice-chairman shall perform such other duties as from time to time may be assigned to him by the chairman or by the board of directors.

Section Seven. Treasurer. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors; and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the chairman or by the board of directors.

Section Eight. Secretary. The secretary shall keep the

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minutes of the meetings of the members and of the board of directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws; keep a register of the post office address of each member which shall be furnished to the secretary by such member; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the chairman or by the board of directors.

Micro Fiched

Section Nine. Assistant Treasurers and Assistant Secretaries. If required by the board of directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform such duties as shall be assigned to them by the treasurer or the secretary or by the chairman or the board of directors.

ARTICLE VI. COMMITTEES

Section One. Committees of Directors. The board of directors, by resolution adopted by a majority of the directors, in office, may designate one or more committees, each of which shall //

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consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the board of directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed on it or him by law.

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Section Two. Other Committees. Other committees not having and exercising the authority of the board of directors in the management of the corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the chairman of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

Section Three. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section Four. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

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Section Five. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section Six. Quorum. Unless otherwise provided in the resolution of the board of directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section Seven. Rules. Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the board of directors.

Micro Fiched

ARTICLE VII. CONTRACTS, CHECKS, DEPOSITS, AND FUNDS.

Section One. Contracts. The board of directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section Two. Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall //

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be signed by the treasurer or an assistant treasurer and countersigned by the chairman or vice-chairman of the corporation.

Section Three. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

Section Four. Gifts. The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the corporation.

Micro Fiched

ARTICLE VIII. CERTIFICATES OF MEMBERSHIP.

Section One. Certificate of Membership. The board of directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the board. Such certificates shall be signed by the chairman or vice-chairman and by the secretary or an assistant secretary and shall be sealed with the seal of the corporation. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor on such terms and conditions as the board of directors may determine.

Section Two. Issuance of Certificates. When a member has been elected to membership and has paid any initiation fee and dues

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that may be required, a certificate of membership shall be issued in his name and delivered to him by the secretary, if the board of directors shall have provided for the issuance of certificates of membership under the provision of Section One of this Article VIII.

ARTICLE IX. DUES.

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Section One. Annual Dues. The board of directors may determine from time to time the amount of initiation fee, if any, and annual dues payable to the corporation by members of each class.

Section Two. Payment of Dues. Dues shall be payable in advance on the first day of each fiscal year. Dues of the new member shall be pro rated from the first day of the month in which such new member is elected to membership for the remainder of the fiscal year of the corporation.

Section Three. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of three months from the beginning of the fiscal year or period in which such dues become payable, his membership may thereupon be terminated by the board of directors in the manner provided in Article II of these bylaws.

ARTICLE X. MISCELLANEOUS.

Section One. Books and Records. The corporation shall keep correct and complete books and records of account and shall also

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keep minutes of the proceedings of its members, board of directors, and committees having any of the authority of the board of directors, and shall keep at the registered principle office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

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Section Two. Fiscal Year. The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each year.

Section Three. Corporate Seal. The board of directors shall provide a corporate seal.

Section Four. Waiver of Notice. Whenever any notice is required to be given under the provisions of the General Non-profit Corporation Law of California or under the provisions of the Articles of Incorporation or the bylaws of the corporation, any waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI. AMENDMENTS

Section One. Power of Members to Amend Bylaws. The bylaws of this corporation may be amended, repealed, or added to, or new bylaws may be adopted by the vote or written assent of a majority of the members entitled to vote or by the vote of a majority of a quorum at a meeting duly called for the purpose according to the articles or bylaws.

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Section Two. Power of Directors to Amend Bylaws. Subject to the limitations of the Articles of Incorporation, these bylaws and the General Non-profit Corporation Law of California, concerning corporate action that must be authorized or approved by the members of the corporation, the bylaws of this corporation may be amended, repealed, or added to, or new bylaws may be adopted, by a resolution of the board of directors.

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CERTIFICATE OF AMENDMENT
OF
DIOGENES' BYLAWS

JUDY BRUSH and JEANIE HIPPLER certify:

1. That they are the president and secretary, respectively, of Diogenes, Inc., a California corporation.

2. That at a meeting of the board of directors of said corporation, duly held at Davis, California, on May 20, 1976, the following resolution was adopted:

bylaws "RESOLVED: That Article IV, Section Two of the ~~articles of incorporation~~ of this corporation be amended to read as follows:

'Number, Tenure and Qualification. The minimum number of directors shall be eleven (11) and the maximum shall be twenty-one (21) not including the Executive Director. Each director not including the Executive Director shall hold office until the next annual meeting of the members and until his/her successor shall have been elected and qualified.'"

Micro Fiched

and

bylaws "RESOLVED: That Article IV, Section Eight of the ~~articles of incorporation~~ of this corporation be amended to read as follows:

'Vacancies. Any vacancy occurring in the board of directors and any directorship to be filled by reason of an increase in the number of directors shall, if it reduces the board to less than eleven (11) members, be filled forthwith by the board of directors. If the vacancy reduces the board to more than eleven (11) members, it may be filled by the board. A director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office.'"

and

bylaws "RESOLVED: That Article V, Section Four of the ~~articles~~ of ~~incorporation~~ of this corporation be amended to read as follows:

'Chairperson. The Chairperson shall preside at all meetings of the members and of the board of directors. S/he may sign, with the secretary or any other proper officer of the corporation authorized by the board of

directors, any deeds, mortgages, bonds, contracts or other instruments that the board of directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws or by statute to some other officer or agent of the corporation; and in general s/he shall perform all duties as may be prescribed by the board of directors from time to time.'"

and

"RESOLVED: That the ~~articles of incorporation~~ bylaws of this corporation are hereby amended by the addition of a new Article V, Section Ten to read as follows:

Micro Fiched

'Executive Director. The board of directors shall appoint an Executive Director. S/he shall be an ex-officio non-voting member of the board of directors and all committees of directors. S/he shall be the principal executive officer of the corporation and shall, in general, supervise and control all of the business and affairs of the corporation subject to the approval and according to the policies duly established by the board of directors. The Executive Director shall perform his/her duties for such a time period and subject to the conditions delineated in a Contract of Service executed with the Chairperson and approved by the board of directors. The board of directors shall determine appropriate compensation for duties performed.'"

and

"RESOLVED: That the ~~articles of incorporation~~ bylaws of this corporation are hereby amended by the addition of a new Article X, Section Five to read as follows:

'Neutral terms. All gendered terms or pronouns contained in the bylaws such as Chairman and he shall be the neutral, such as Chairperson and s/he.'"

3. That the written consent of the members of said corporation was duly given during the months of September and October, 1976, adopting a member's resolution, and the wording of the amended articles as set forth in the member's resolution is the same as that set forth in the director's resolution in Paragraph 2 of this certificate.

4. That the number of members who gave written consent for the adoption of said resolution is 25, and that the number of members entitled to vote is 34.

Judy Brush
JUDY BRUSH, President

Micro Fiched

Jeanie Hippler
JEANIE HIPPLER, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Davis, California, on November 17, 1976.

Judy Brush
JUDY BRUSH, President

Jeanie Hippler
JEANIE HIPPLER, Secretary

District Director

Internal Revenue Service

Date: 8 MAR 1974 | In reply refer to: L-178, Code 414

A:FA1439
SF:EO:74-273

Diogenes, Incorporated
P.O. Box 565
Davis, California 95616

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Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(b)(1)(A)(vi).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than $5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

Thomas J. Collins

District Director(Acting)

Form L-178 (Rev. 7-71)

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

SACRAMENTO, CALIFORNIA 95867

September 26, 1973

In reply refer to
EO:JCS:tlw

Diogenes, Incorporated
P. O. Box 565
Davis, CA 95616

Purpose: Charitable and educational
Form of Organization: Corporation
Accounting Period Ending: June 30
Organization Number: 690224 0

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Gentlemen:

Based on the information submitted and provided your present operations continue unchanged or conform to those proposed in your application, you are exempt from State franchise or income tax under Section 23701d, Revenue and Taxation Code. Any change in operation, character or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

You are required to file Form 199 (Exempt Organization Annual Information Return) or Form 199B (Exempt Organization Annual Information Statement) on or before the 15th day of the 5th month (4-1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 3rd month (2-1/2 months) after the close of your annual accounting period.

Contributions made to you are deductible by donors as provided by Sections 17214 through 17216.2 and 24357 through 24359 of the Code, unless your purpose is testing for Public Safety.

If the organization is incorporating or is a foreign corporation qualifying to do business in California, this approval will expire unless incorporation or qualification is completed within 30 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

James C. Stewart
Counsel

xx cc: Secretary of State (Corp)
cc: Registrar of Charitable Trusts

RESOLUTION

The Board of Directors, Diogenes, Inc., hereby authorizes Ronald W. Clement, Executive Director, to sign on behalf of the corporation contracts, agreements, applications, or other documents; subject in all cases to the prior approval of all such documents by resolution of the board.

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Approved by board vote of 7 aye votes and 0 no votes on January 2, 1977.

Judy Brush, Chairperson
Board of Directors
Diogenes, Inc.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

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m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

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t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

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1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills: except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

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8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

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In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO	BOARD OF SUPERVISORS Yolo County Courthouse P.O. Box 1098 Woodland, California 95695
(Legal Name of Applicant)	(Address)

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TWYLA J. THOMPSON (Seal)	
(Signature of Authorized Officer)	
TWYLA J. THOMPSON, Chairman Board of Supervisors, County of Yolo, State of California	August 29, 1977
(Typed Name & Title of Authorized Officer)	(Date of Application)

RECEIVED SEP 8 1977 LAURENCE P. HENIGAN, Clerk By ..... Deputy

FILED SEP 8 1977 LAURENCE P. HENIGAN, Clerk By DEBRA E. CONLEY Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 77-159

PROJECT

Sub-Grantee Name	
City of Davis (Project #56)	
Address	
226 F Street	
City	**Phone:**
Davis, CA 95616	756-3740

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Program Director

1. Amount of funds allocated per this sub-grant is $ 70,056.

2. Grant period begins 8-08-77 and ends 8-07-78.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

CITY OF DAVIS
(Legal Name of Sub-Grantee)

Howard L. Reese
(Signature of Authorized Officer)

HOWARD L. REESE, CITY MANAGER
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____
DEPUTY

SY-52

(SEAL)

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

'77-159
Book

PROJECT NAME CITY OF DAVIS - ENVIRONMENTAL CONSERVATION AND RESTORATION PROJECT NO. 56

RECRUITMENT WILL START 7-18-77.

SPECIAL AND RECRENT VETERANS (IF ANY) WILL BE REFERRED 7-20-77.

RECRUITMENT WILL BE COMPLETED 7-26-77.

APPLICATIONS WILL BE DELIVERED 7-28-77.

SELECTION AND ENROLLMENT WILL BE MADE 8-5-77.

PROJECT WILL START ON CONTRACT DATE OF 8-8-77.

AGREEMENT NO. 77-159

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609 (Federal Register May 13, 1977 Part IV)

THIS AGREEMENT made and entered into this 8th day of August, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the City of Davis (Project #56) hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H :

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1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

A. This agreement

B. Signature sheet

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing August 8, 1977 and terminating on August 7, 1978. Said term of this agreement shall not exceed twelve months. Micro Fiched

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS; ----- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT: Micro Fiched

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made.

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7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

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12. LEGAL RELATIONSHIP:

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

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D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

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C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

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18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

Subgrant No. _____ Program Agent

TWYLA J. THOMPSON (SEAL)
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairman, Board of Supervisors
Title of Authorized Officer

Date July 15 1977

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Legal Name of Subgrantee

Signature of Authorized Officer

Title of Authorized Officer

Project #56

CITY OF DAVIS

ENVIRONMENTAL CONSERVATION AND RESTORATION

POSITION/TITLE		WAGES AND BENEFITS
Maintenance Worker I		$ 12,236
Community Service Worker		11,564
Community Service Worker		11,564
Community Service Worker		11,564
Community Service Worker		11,564
Community Service Worker		11,564
Six Positions	TOTAL COST	$ 70,056

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Contract period 12 months effective 8-08-77 through 8-07-78.

56

PROPOSAL FORMAT

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FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name Environmental Conservation and Restoration

Organizational Name City of Davis

Organizational Address 226 "F" Street, Davis, California 95616

Telephone Number 756-3740

Director's Name Howard L. Reese

Person(s) to Contact Howard L. Reese

Authorized Signature Howard L. Reese

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

YOLO COUNTY

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

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ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: _____

2. Project Description (Positions must be in the Public Service Employment Mode)

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a. What is the task to be performed? Water conservation education and installation of water conserving devices. Restoration of wildlife habitat of the City's abandoned sewage treatment plant. Provisions of assistance to community groups such as the Farmers' Market, the Food Cooperative, the Housing Task Force, and the Farmworkers' Service Center. Installation of window screening and insulation.

b. What are the expected results of this project? Conservation and restoration of the City's physical environment.

c. What is the Public Service provided by this project? Conservation of water, restoration of the natural habitat at the City's abandoned sewage treatment plant and assistance to other community service groups.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

The proposed project is Environmental Conservation and Restoration. The project consists of several specific tasks. The first, water conservation, will provide education of water users and installation of water saving devices. Completion of this task will require a door-to-door distribution of information regarding water conservation and the installation of water saving devices.

The second task is the restoration of the wildlife habitat of the City's abandoned sewage treatment plant. This will require a great deal of manual labor including the building of paths and possible landscaping.

The third task is assistance to community groups such as the Farmers' Market, the Davis Food Cooperative, the Housing Task Force, and the Farmworkers' Service Center. This assistance will enable these groups to better provide valued services to the community.

The fourth task of the project is the installation of window screening and insulation in private residences.

4. Budget

Total Personnel Costs (A & B) $ 70,728
Attach itemized fringe benefits (See attached 77-78 projections)

A. Salaries and Wages $ 59,616

B. Fringe Benefits $ 11,112

70,056

Total funds requested (Equals total personnel costs) $ 70,728

Total positions requested 6

Average cost per position requested (total budget divided by number of positions) $ ~~11,788~~ 11,676

Complete the following information for each position requested.
Attach job description sheet for each job title listed.*

Micro Fiched

Job Title	Monthly Salary	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position	
Maintenance Worker I	833	~~196~~ 197	12	12,348 - 112 =	12,236
Community Services Worker	827	~~146~~ 147	12	11,676 - 112 =	11,564
Community Services Worker	827	~~146~~ 147	12	11,676 - 112 =	11,564
Community Services Worker	827	~~146~~ 147	12	11,676 - 112 =	11,564
Community Services Worker	827	~~146~~ 147	12	11,676 - 112 =	11,564
Community Services Worker	827	~~146~~ 147	12	11,676 - 112 =	11,564

Duration of Projection

Estimated from ~~August 8, 1977~~ to August 7, 1978

*Attach additional sheet if necessary.

5. Geographic area to be served by the Project: _____

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes [XX] No [ ]

b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes [XX] No [ ]

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes [XX] No [ ]

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes [XX] No [ ]

Micro Fiched

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes [X] No [ ]

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes [XX] No [ ]

Howard L Reese Jr.
Authorized Signature
Howard L. Reese

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

In the City of Davis the class of Maintenance Worker I is supervised by a Lead Maintenance Worker or Lead Park Maintenance Worker with some assistance from a Maintenance Worker II or a Park Maintenance Worker II. The Maintenance Worker I position funded for the project will also be supervised by a Lead Maintenance Worker or Lead Park Maintenance Worker.

Supervision is the key aspect of the Lead Maintenace Worker and Lead Park Maintenance Worker positions (see attached job descriptions). These classes receive appropriate training in order to perform such duties.

The Community Services Workers will be supervised by the governing boards of the various community groups which are receiving assistance.

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9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer
Robert N. Black, Mayor	Attorney Self-employed
Thomas J. Tomasi, Mayor Pro tempore	High School Teacher Davis Joint Unified School District
William D. Kopper	Consultant Living Systems
Sandy Motley	Self-employed
Jim Stevens	Attorney Jerome Stanley Law Offices

Micro Fiched

10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

The project the City is seeking funds for is Environmental Conservation and Preservation. The project consists of five phases.

The first phase of the project consists of two tasks. One is the door-to-door education of water users in the City. The other task is the installation of water saving devices.

Micro Fiched

The anticipated time frame for this phase would be to begin immediately upon receiving funding, August 8, 1977, and continue until funding expires August 7, 1978. The supervision of the employees involved in this phase of the project will be provided by Lead Maintenance Workers or Lead Park Maintenance Workers as discussed on page 6.

The second phase of the project consists of the restoration of the wildlife habitat at the City's abandoned sewage treatment plant on Pole Line Road. This will include landscaping and path construction.

The anticipated time frame for this phase is to begin in August and work to complete the restoration by the end of August, 1978. The supervision of employees involved in this phase of the project will be done by Lead Maintenance Workers or Lead Park Maintenance Workers as discussed on page 6.

The third phase of the project consists of providing assistance to community groups such as the Farmers' Market, the Food Cooperative, the Housing Task Force, and the Farmworkers' Service Center. This assistance will aid these groups in providing fresh fruits, vegetables, and other foods and housing to Davis residents at low cost and provide various outreach services to farmworkers.

It is anticipated that each group would require the assistance as soon as it is available, August 8, 1977, and on an ongoing basis until the term of the project expires August 7, 1978. The supervision of these employees would be by the governing boards of the various community groups to which they are assigned as discussed on page 6.

The fourth phase of the project is the installtion of window screening and insulation in private residences throughout the City. The materials for this task will be supplied by the residents.

The anticipated time frame for this phase of the project is to start immediately after receiving funding and finishing in August 1978. The employees involved in this phase of the project will be supervised by Lead Maintenace Workers or Lead Park Maintenance Workers as discussed on page 6.

11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

The project helps fulfill the need to conserve the physical environment of the City of Davis in order to enhance the relationship between the residents and their physical surroundings and to enhance the viability of the natural and human ecosystems. This should include education of the citizens of Davis to a greater awareness of man's role in shaping the natural environment in order that they may develop a greater respect for that environment and their relationship to it. Another specific goal and need this project will allow the City to fulfill is the preservation of open space. A specific objective of this goal is to preserve open lands in their natural state.

Micro Fiched

Another goal that this project will help the City fulfill is the provision of sound housing in a suitable environment for Davis residents. One objective of this goal is the promotion of an economically and socially integrated community through the provision of a choice of housing for people of all income levels within each planning area. Another objective is the provision of an adequate supply of low income housing.

These needs, goals and objectives were determined and are articulated in the City of Davis General Plan.

In the preparation of the General Plan the City Council, to insure that the plan reflected the desires of the citizens, appointed a 110 member Citizens Review Committee. This committee was divided into ten sub-committees to research various topics covered by the plan. The sub-committees submitted their final reports to the Planning Commission. The Planning Commission reviewed the reports with the sub-committees for six months. The reports together with the Planning Commission recommendations were then forwarded to the planning staff for incorporation into the General Plan. The Plan was then reviewed and amended by the Planning Commission and City Council and several public hearings were held.

The Plan is thus the culmination of approximately 30 months of combined efforts of citizens, City advisory groups and City staff.

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

34	Professional	30	Skilled
77	Semi-Professional	28	Unskilled
42	Clerical	16	Semi-Skilled

TOTAL 227*

Micro Fiched

*This total includes one position funded by the WIN Program.

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The facilities where the Project will be located vary with each phase and are dictated by the task to be performed.

The water conservation phase will be a door-to-door operation throughout the City. The restoration of the wildlife habitat at the abandoned sewage treatment plant must be done at the sewage treatment plant site on Pole Line Road. The assistance of the Food Cooperative will take place at their location on "L" Street between Fifth and Fourth Streets. The assistance of the Housing Task Force will take place at their location at 433 Russell Blvd., Davis.

The assistance of the Farmworkers' Service Center will be based at their location at 555 Elm Street in Woodland. The assistance of the Farmer will take place at their location at 415 "L" Street, Davis.

Micro Fiched

The installation fo window screening and insulation will take place at private residents throughout the City.

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

Management staff has explored the various tasks incorporated in the project with the departments involved. The positions funded by this project will be supervised by regular City employees who supervise as part of their normal job duties.

The City will provide the services funded by this project in the same manner it provides other public services in order to assure the project's success.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I	8-1-75/6-30-76	20	$ 188,000
	7-1-76/9-30-76 (ext)[1]	18	54,261
	10-1-76/9-39-77	17	186,291
II	9-1-74/8-31-75	7	14,318
	12-1-74/6-30-75	2	9,621
	Modification/6-30-75[2]	11	38,742
	Modification[2]	--	350
	Modification(9-1-74/ 8-1-75)[2]	4	2,900
III			
VI	1-10-75/2-10-76	2	20,328
	8-01-75/6-30-76	2	18,744
	Modification		2,350
	7-01-76/9-30-76(ext)[1]	2	6,102
	10-1-76/9-30-77	2	24,762
TOTAL			

Micro Fiched

Comments:

[1]Extension of existing agreement.

[2]Modification of existing agreement.

b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
TOTAL			

Micro Fiched

Comments: This information not required of public agencies per Nellie Jackson (4-13-77).

Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Howard L. Reese

Authorized Signature
Howard L. Reese

June 30, 1977
Date

City of Davis March 1974

LEAD MAINTENANCE WORKER

DEFINITION

Under general supervision, to serve as lead worker over an assigned crew performing maintenance and repair duties; to perform a wide variety of skilled and semiskilled maintenance, construction, and repair work; to operate light and moderately heavy power-driven equipment; and to do related work as required.

Micro Fiched

DISTINGUISHING CHARACTERISTICS

Positions allocated to this class are distinguished by the assigned responsibility of assisting in the direction, supervision, and work of maintenance personnel engaged in a variety of public works projects. Lead responsibility over a small crew is assigned on a continuous basis to this class and incumbents in this class are expected to perform the more difficult and complex tasks and carry out work assignments to completion in their respective maintenance area.

EXAMPLES OF DUTIES

Receives assignments, plans and lays out the work of a crew, and schedules and assigns specific duties to crew personnel; leads and participates in the work of crews engaged in street, sewer and water maintenance, construction and repair work; operates and trains personnel in the safe and proper operation of a wide variety of maintenance and construction equipment; reviews the work of assigned personnel; assists in selecting materials and estimating material and labor costs for jobs assigned; ensures needed supplies, materials and equipment are on hand; enforces safety regulations; records daily labor, material and equipment costs and maintains work-related records; leads and personally performs the most difficult work in the general maintenance and cleaning of City sewer system and storm drains; leads and personally performs the most difficult work in the installation or repairs of water lines, service connections, meters, valves, and other water facilities; leads and participates in street cleaning operations including the operation of street cleaning machine and the erecting of new street signs; leads the removal of refuse from City streets and operates equipment to load refuse into dump trucks; leads and participates in preparing streets for patching, filling or building up holes, cracks, or low spots in City streets; leads and participates in the work of sewer routing, installing or repairing manholes; may answer trouble calls and complaints on a standby basis after normal working hours; enforces safe work practices and assists in the evaluation of subordinate crew personnel.

Lead Maintenance Worker - 2

LICENSE

Possession of a valid standard First Aid Certificate issued by the American Red Cross within one hundred and twenty (120) days of employment.

Possession of an appropriate California operator's license issued by the State Department of Motor Vehicles.

DESIRABLE QUALIFICATIONS

Micro Fiched

Knowledge of:

Maintenance and construction of materials, procedures, and equipment with particular reference to street, water and sewer operations;

The operation of all sizes and types of power-driven equipment common to public works maintenance work;

Safe work practices.

and

Ability to:

Perform the more skilled tasks in the maintenance, construction and repair of public works;

Operate all sizes and types of power-driven equipment common to public works maintenance work;

Assist in the direction and supervision of an assigned crew in a specific public works maintenance area;

Understand and carry out oral and written instructions;

Establish and maintain cooperative relationships with those contacted in the course of work.

and

Experience: Three years of increasingly responsible experience in general maintenance, construction and repair work which included the operation of a wide variety of light and moderately heavy power-driven equipment. (At least one year of the required experience must have been in a class comparable to the Maintenance Worker II class in the City of Davis.)

and

Education: Completion of formal or informal education sufficient to assure the ability to read and write at the level required for successful job performance.

City of Davis July 1977

COMMUNITY SERVICE WORKER

DEFINITION

Under general direction, to be responsible for developing, coordinating and delivering needed services to community members in the areas of housing, farm produce marketing, emergency services to migrant farm workers, and consumer cooperative ventures, and do related work as necessary.

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EXAMPLES OF DUTIES

1) Farmers' Market Service Worker: further the availability of farm crops to the consumer by developing a list of crops grown in the local area and their sources, soliciting participation in weekly and on-going "farmer's market" ventures, dissimiating information on the availability of produce to local residents, coordinating on-site activities of the market and assessing available sites in Davis for a permanent market location;

2) Co-op Assistant Service Worker: develop and implement education of the general public and membership in the policies, precedures, and mechanics of the daily operation of the food cooperative resource center, attend and participate in monthly policy meetings and special meetings, assist in planning and developing a larger location for the Co-op Store, develop publicity programs aimed at the general public;

3) Co-op Coordinator Service Worker: seek to expand opportunities for consumer cooperation in the community to include a bakery, a vegetarian restaurant or similar establishments by evaluating need and feasibility through marketing analysis and meeting with consumer groups to develop appropriate facilities, by assisting in fund raising and loan development, compile mailing lists of local cooperative groups and edit a monthly newsletter;

4) Migrant Worker Service Aide: assess need and provide emergency services to migrant farm workers in the area of transportation, translation, counseling, referral to and advocacy before social service agencies;

5) Community Housing Service Worker: broaden housing opportunities for low and moderate income people within the community by serving as a catalyst in new construction or conversion under cooperative or other non profit forms of development, selecting, assisting and counseling non profit housing sponsors in matters relating to the initiation, processing, financing, design, construction, equipping, operation and management of low and moderate income housing projects including assisting in selection of suitable sites, assisting in the provision of legal services, the selection of architects and designers, preparation of HUD applications for assistance, securing contacts and financing, and processing of City required permits and review.

LICENSE

Possession of an appropriate California operator's license issued by the State Department of Motor Vehicles.

DESIRABLE QUALIFICATIONS

Equivalent to completion of high school.
Knowledge of the community and community organizations
Ability to:
- Work independently under general direction;
- Carry through tasks to completion;
- Establish and maintain cooperative relationships with those contacted in the course of work;
- Communicate effectively both orally and in writing.

Special Qualifications:
- The Migrant Worker Service Aide must speak and read Spanish and English
- The Community Housing Service Worker should have two years of academic training in Community Development or a related field such as Economics or Public Administration.

Micro Fiched

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

Micro Fiched

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

Micro Fiched

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

Micro Fiched

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

Micro Fiched

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills: except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

Micro Fiched

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

Micro Fiched

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

Micro Fiched

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO
(Legal Name of Applicant)

BOARD OF SUPERVISORS
Yolo County Courthouse
P.O. Box 1098
Woodland, California 95695
(Address)

Micro Fiched

TWYLA J. THOMPSON (Seal)
(Signature of Authorized Officer)

TWYLA J. THOMPSON, CHAIRMAN
Board of Supervisors, County of Yolo, State of California
(Typed Name & Title of Authorized Officer)

August 8, 1977
(Date of Application)

RECEIVED
SEP 8 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 77-160

PROJECT

FILED
SEP 8 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

Sub-Grantee Name	
City of Woodland (Project #57)	
Address	
300 First Street	
City	**Phone:**
Woodland, CA 95695	662-5416
Program Director	

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 55,926 .

2. Grant period begins 7-18-77 and ends 7-17-78 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

City of Woodland
(Legal Name of Sub-Grantee)

Thos. A. Peterson
(Signature of Authorized Officer)

Thomas A. Peterson, City Manager
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____
DEPUTY

SY-52

(SEAL)

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

Book

77-160

PROJECT NAME CITY OF WOODLAND-WATER AND SEWER SERVICE IMPROVEMENT PROJECT NO. 57

RECRUITMENT WILL START 6/27/77.

SPECIAL AND RECRENT VETERANS (IF ANY) WILL BE REFERRED 6/29/77.

RECRUITMENT WILL BE COMPLETED 7/5/77.

APPLICATIONS WILL BE DELIVERED 7/7/77.

SELECTION AND ENROLLMENT WILL BE MADE 7/15/77.

PROJECT WILL START ON CONTRACT DATE OF 7/18/77.

Micro Fiched

AGREEMENT NO. 77-160

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609

(Federal Register May 13, 1977 Part IV)

Micro Fiched

THIS AGREEMENT made and entered into this 18th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the City of Woodland (Project #57) hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H :

1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

A. This agreement

B. Signature sheet

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit

7-19-77

By BARBARA A. RODGERS

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

Micro Fiched

4. TERM OF AGREEMENT: This agreement shall be for a term commencing July 18, 1977 and terminating on July 17, 1978. Said term of this agreement shall not exceed twelve months.

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS; ------ SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT: Micro Fiched

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made.

Micro Fiched

7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

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12. LEGAL RELATIONSHIP:

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

Micro Fiched

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

Micro Fiched

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

Micro Fiched

18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

Subgrant No. _____ Program Agent

Twyla J Thompson
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairman, Board of Supervisors
Title of Authorized Officer

Date July 15 1977

CITY OF WOODLAND
Legal Name of Subgrantee

Micro Fiched

THOS. A. PETERSON
Signature of Authorized Officer

CITY MANAGER
Title of Authorized Officer

Project #57

CITY OF WOODLAND

WATER AND SEWER SERVICE IMPROVEMENT

POSITION/TITLE		WAGES AND BENEFITS
Maintenance Man I		$ 10,944
Maintenance Man I		10,944
Maintenance Man I		10,944
Engineering Aide I		11,106
Equipment Serviceman		11,988
Five Positions	TOTAL COST	$ 55,926

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Contract period 12 months effective 7-18-77 through 7-17-78.

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PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name Water and Sewer Service Improvement Project

Organizational Name CITY OF WOODLAND

Organizational Address 300 First Street, Woodland, CA 95695

Telephone Number (916) 662-5416

Director's Name Thomas A. Peterson, City Manager

Person(s) to Contact Kris Kristensen, Assistant to the City Manager

Authorized Signature Thos. A. Peterson

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

YOLO COUNTY

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

Micro Fiched

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: _____

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Improve over 1400 residential water and sewer services and update related City records of those services

Micro Fiched

b. What are the expected results of this project? Standard, more efficient services will be installed at the effected residences and City records will be brought into conformance with other records

c. What is the Public Service provided by this project? Reduced water waste and improved facilities for effected households, more efficient City records

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

The project will involve replacing underground water and sewer service taps for over 1400 homes in Woodland, many of which house low income residents. Secondly, the project will improve and update City engineering records of these and other water and sewer services.

4. Budget

Total Personnel Costs (A & B) $ 55,926.
Attach itemized fringe benefits

A. Salaries and Wages $ 45,324.

B. Fringe Benefits $ 10,602.

Total funds requested (Equals total personnel costs) $ 55,926.

Total positions requested 5

Average cost per position requested (total budget divided by number of positions) $ 11,185.

Complete the following information for each position requested. Attach job description sheet for each job title listed.*

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Job Title	Monthly Salary *	Monthly Fringe Dollar Amount	# of Months	Total Cost Per Position
Maintenance Man I	$712/747	$179/186	12	$ 10,944.
Maintenance Man I	$712/747	$179/186	12	$ 10,944.
Maintenance Man I	$712/747	$179/186	12	$ 10,944.
Engineering Aide I	$765/803	$139/144	12	$ 11,106.
Equipment Serviceman	$784/825	$191/198	12	$ 11,988.

*6 month salary step increase

Duration of Projection

Estinated from July 1, 1977 to June 30, 1978

*Attach additional sheet if necessary.

5. Geographic area to be served by the Project: City of Woodland - selected residential areas (map available on request)

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes [X] No [ ]

b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes [X] No [ ]

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes [X] No [ ]

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes [X] No [ ]

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes [X] No [ ]

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes [X] No [ ]

Micro Fiched

Thos. A. Stinson
Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The City of Woodland has participated in the CETA program since its inception several years ago. The CETA employees hired are primarily unemployed or underemployed. Many of these CETA employees have been transitioned into permanent employment with the City.

E. Describe the experience, qualifications and assigned duties of key personnel who will be supervising the project.

The Maintenance Men I to be hired for the project will be supervised by the City's Water and Sewer Foreman who for many years has supervised unskilled and semi-skilled laborers in the installation of water and sewer services. He is also responsible for the City's sewage treatment operation.

The Equipment Serviceman will be assigned in the City Equipment Shop whose operation is directed by the Shop Foreman. The Foreman schedules the equipment maintenance operation for all City vehicles and will directly supervise the serviceman in the routine repair and maintenance of water and sewer construction equipment.

The Engineering Aide I will be supervised by the Assistant City Engineer who is responsible for the drafting portion of the City's engineering office.

Micro Fiched

9. List the members of your Board of Directors. Please include the occupation and employer of each member.

City Council Members	Occupation and Employer
Harold A. Roberts, Mayor	Purchasing Agent Mobil Chemical Co.
John S. Kimura, Vice-Mayor	Farmer Self
Don E. Wyly, Councilman	Branch Manager Imperial Savings & Loan
William H. Keller	Attorney Self
Wally W. Foster	State Farm Insurance Agent Independent Agent

Micro Fiched

10. a. Describe the project in detail. (See #3)
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

The project is divided into two (2) segments which will be conducted simultaneously. Segments are noted as A and B.

Phase A1 Installation Training (1 month)

The individuals selected for the position will be given on-the-job training in order that they may become familiar with the City's practices in installing new services and removing old ones.

Phase A2 Installation (11 months)

Under close supervision the maintenance men will form a crew to conduct the 1400 service replacements.

Phase A3 Maintenance of Equipment (12 months)

Micro Fiched

Concurrently with the training and installation the equipment serviceman will be working with the Shop crew in maintaining the construction equipment used by the water and sewer crew as well as those of other crews.

Phase B1 Engineering Records (12 months)

The Engineering Aide will be placed in charge of adjusting City utility maps to reflect the new service locations installed in the project. This will involve some drafting skills and an ability to read engineering drawings.

11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

The project provides proper water and sewer services for deficient households in the community. This will eliminate considerable water waste occurring in leaking services at present. Considering the current drought, this result makes the project quite desirable.

Micro Fiched

12. List the number of Community Action full-time paid staff employed by your organization categorized as follows:

12	Professional	12	Skilled
83	Semi-Professional	35	Unskilled
27	Clerical	28	Semi-Skilled

TOTAL 197

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accomodations would be the best for your Project?

The personnel employed in this project will be stationed in areas where their work will coincide with the similar efforts of other City employees.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

The Public Works Department has identified the deficient households based on various City records. Because normal Public Works budgeting activity will not accomodate this function, the City Manager has determined that this funding source would be an appropriate method for completing the service replacements necessary.

Micro Fiched

15. Administrative and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II	12/74 - 3/77	5	$ 96,199.50
III			
VI	7/75 - 9/77 (as of 3/77 II funded under VI)	4 (9)	$ 62,497.68
TOTAL		9	$158,697.18

Micro Fiched

Comments:

b. List all non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Public Works Employment Act, Title II	1/1/77 - 12/31/77	$82,848.00	Public Works Dept. - Replacement of 2 miles of water lines in areas of deterioration. Finance Dept. - revise accounting system in Utilities Div. and Storeroom. Planning - held in revision of new General Plan.
TOTAL			

Micro Fiched

Comments:

Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Thos. A. Silveira

Authorized Signature

June 20, 1977

Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

Micro Fiched

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

Micro Fiched

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

Micro Fiched

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

Micro Fiched

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

Micro Fiched

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

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9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

Micro Fiched

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO
(Legal Name of Applicant)

Board of Supervisors
Yolo County Courthouse
P.O. Box 1098
Woodland, California 95695
(Address)

Twyla J. Thompson
(Signature of Authorized Officer)

TWYLA J. THOMPSON, Chairman
Board of Supervisors, County of Yolo, State of California
(Typed Name & Title of Authorized Officer)

Micro Fiched

July 18, 1977
(Date of Application)

RECEIVED
SEP 8 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
SEP 8 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy
DEBRA E. CONLEY

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 77-161

PROJECT

Sub-Grantee Name	
City of Woodland (Project #58)	
Address	
300 First Street	
City	**Phone:**
Woodland, CA 95695	662-5416
Program Director	

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 44,280.

2. Grant period begins 8-29-77 and ends 8-28-78.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

City of Woodland
(Legal Name of Sub-Grantee)

Thos. A. Peterson
(Signature of Authorized Officer)

Thomas A. Peterson, City Manager
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____
DEPUTY

SY-52

(SEAL)

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

77 16' Book

PROJECT NAME CITY OF WOODLAND - FIRE PREVENTION AND REPORTING EDUCATION PROGRAM PROJECT NO. 58

RECRUITMENT WILL START 8-8-77.

SPECIAL AND RECENT VETERANS (IF ANY) WILL BE REFERRED 8-10-77.

RECRUITMENT WILL BE COMPLETED 8-16-77.

APPLICATIONS WILL BE DELIVERED 8-18-77.

SELECTION AND ENROLLMENT WILL BE MADE 8-26-77.

PROJECT WILL START ON CONTRACT DATE OF 8-29-77.

FILED
SEP 19 1977
LAURENCE P. HENGAN, Clerk
By Debra E. Conley Deputy

AGREEMENT NO. 77-161

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609

(Federal Register May 13, 1977 Part IV)

THIS AGREEMENT made and entered into this 29th day of August, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the City of Woodland (Project #58) hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H :

1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

Micro Fiched

A. This agreement
B. Signature sheet
C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.
D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.
E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc. as set forth in the Proposal Abstract, attached hereto as Exhibit

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing August 29, 1977 and terminating on August 28, 1978. Said term of this agreement shall not exceed twelve months.

Micro Fiched

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS; ---- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made. Micro Fiched

7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

12. LEGAL RELATIONSHIP:

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A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

Micro Fiched

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

Micro Fiched

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ADSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

Micro Fiched

18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

Subgrant No. _____ Program Agent

Twyla J. Thompson
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairman, Board of Supervisors
Title of Authorized Officer

Date July 15 1977

City of Woodland
Legal Name of Subgrantee

Thos. A. Stinson
Signature of Authorized Officer

Micro Fiched

City Manager
Title of Authorized Officer

Project #58

CITY OF WOODLAND

FIRE PREVENTION AND REPORTING EDUCATION PROGRAM

POSITION/TITLE		WAGES AND BENEFITS
Administrative Assistant		$ 11,070
Administrative Assistant		11,070
Administrative Assistant		11,070
Administrative Assistant		11,070
Four Positions	TOTAL COST	$ 44,280

Micro Fiched

Contract period 12 months effective 8-29-77 through 8-28-78.

PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

Micro Fiched

YOLO COUNTY

C

Project Name FIRE PREVENTION AND REPORTING EDUCATION PROGRAM

Organizational Name CITY OF WOODLAND

Organizational Address 300 First Street, Woodland, CA 95695

Telephone Number (916) 662-5416

Director's Name Thomas A. Peterson, City Manager

Person(s) to Contact Kris Kristensen, Assistant to the City Manager

Authorized Signature Thos. A. Peterson

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

YOLO COUNTY

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

Micro Fiched

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

(Local Government) - Fire Department

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: _____

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Develop a public education program on fire prevention for homes and businesses

Micro Fiched

b. What are the expected results of this project? A series of materials and activities for public consumption will be developed

c. What is the Public Service provided by this project? Increased public awareness of fire prevention methods

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

Four individuals will be hired to develop an information/education program to inform Woodland residents about fire prevention and fire reporting practices in the City. Then they will have to develop the materials and activity projects necessary to carry out the program. Finally they will be asked to implement the program to the fullest extent possible (i.e. talk with school children, service clubs, etc.)

4. Budget

Total Personnel Costs (A & B) $ 44,280.
Attach itemized fringe benefits

A. Salaries and Wages $ 35,880.

B. Fringe Benefits $ 8,400.

Total funds requested (Equals total personnel costs) $ 44,280.

Total positions requested 4

Average cost per position requested (total budget divided by number of positions) $ 11,070.

Complete the following information for each position requested. Attach job description sheet for each job title listed.*

Micro Fiched

Job Title	Monthly Salary *	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position
Administrative Assist.	$730/765	$173/177	12	$ 11,070.
Administrative Assist.	$730/765	$173/177	12	11,070.
Administrative Assist.	$730/765	$173/177	12	11,070.
Administrative Assist.	$730/765	$173/177	12	11,070.

*6 month step increase

Duration of Projection

Estimated from July 18, 1977 to July 17, 1978

*Attach additional sheet if necessary.

5. Geographic area to be served by the Project: City of Woodland

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes [X] No [ ]

b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes [X] No [ ]

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes [X] No [ ]

Micro Fiched

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (this salary may be supplemented by your organization.) Yes [X] No [ ]

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes [ ] No [ ]

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes [X] No [ ]

Thos. A. Stinson
Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The City of Woodland has been a regular participant in the CETA program since its inception. Over the years the City has transferred several CETA employees, who prior to working with CETA were unemployed or under-employed, into permanent City positions.

8. Describe the experience, qualifications and assigned duties of key personnel who will be supervising the project.

The Administrative Assistants to be hired under the project will be supervised by the City's Assistant Fire Chief in charge of fire prevention, who has had many years in the fire service and is currently developing an overall fire prevention program for the City. The project will provide the Assistant Fire Chief with the capability of direct public information dissemination which he would not normally have.

Micro Fiched

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

City Council Member	Occupation and Employer
Harold A. Roberts, Mayor	Purchasing Agent Mobil Chemical Co.
John S. Kimura, Vice-Mayor	Farmer Self
Don E. Wyly, Councilman	Branch Manager Imperial Savings & Loan
William H. Keller, Councilman	Attorney Self
Wally W. Foster, Councilman	State Farm Insurance Agent Independent Agent

Micro Fiched

10. a. Describe the project in detail. (See #3)
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s). (See #8)

PHASE 1 - Develop Overall Program (3 months)

This phase will see a work program developed outlining the specific elements necessary in each segment of the public information program.

PHASE 2 Develop Program Materials (3 months)

This phase will see the development of the materials and special activities identified in the work program.

PHASE 3 Implement Information Program (6 months)

Micro Fiched

Each project participant will be responsible for implementing different segments of the work program. For example, school classroom visits will be made; speaches at meetings of service groups will be made; literature mailed, etc.

11. A. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., case studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

The community needs to reduce its overall fire loss as much as possible. Reductions in fire loss will eventually bring better fire insurance ratings for City residents in terms of lower insurance costs. The dollar savings possible through this project will be important in reducing local government costs in the community.

Micro Fiched

12. List the number of Ha[redacted]TA full-time paid staff employed by your organization categorized as follows:

12	Professional	12	Skilled
83	Semi-Professional	35	Unskilled
27	Clerical	28	Semi-Skilled

TOTAL 197

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The Administrative Assistants will be located in the City's main fire station training room which will provide them with adequate work space and easy access to their supervisor.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

Fire prevention planning has been identified by the Fire Chief as a key element in the Fire Department's efforts toward a fire free community. Public information regarding fire prevention is an important element of this planning process.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II	12/74 - 3/11	5	$ 96,199.50
III			
VI	7/75 - 9/77 (as of 3/77 II funded under VI)	4 (9)	$ 62,497.68
TOTAL		9	$ 158,697.18

Micro Fiched

Comments:

b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Public Works Employment Act, Title II	1/1/77 - 12/31/77	$82,848.00	Public Works Dept. - Replacement of 2 miles of water lines in areas of deterioration. Finance Dept. - revise accounting system in Utilities Div. and Storeroom. Planning - help in revision of new General Plan.
TOTAL			

Micro Fiched

Comments:

Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Thos. A. Stevens
Authorized Signature

June 20, 1977
Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

Micro Fiched

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

Micro Fiched

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

Micro Fiched

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

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v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

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3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

Micro Fiched

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

Micro Fiched

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO	BOARD OF SUPERVISORS Yolo County Courthouse P.O. Box 1098 Woodland, California 95695
(Legal Name of Applicant)	(Address)
TWYLA J. THOMPSON (Seal)	
(Signature of Authorized Officer)	
TWYLA J. THOMPSON, Chairman Board of Supervisors, County of Yolo, State of California	August 29,1977
(Typed Name & Title of Authorized Officer)	(Date of Application)

Micro Fiched

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

77-162
Book

PROJECT NAME STATE CETA OFFICE (EDD) - DEPARTMENT OF HEALTH-DISABLED HIRING PROJECT PROJECT NO. 62C

RECRUITMENT WILL START 7-25-77.

SPECIAL AND RECRENT VETERANS (IF ANY) WILL BE REFERRED 7-27-77.

RECRUITMENT WILL BE COMPLETED 8-2-77.

APPLICATIONS WILL BE DELIVERED 8-4-77.

SELECTION AND ENROLLMENT WILL BE MADE 8-12-77.

PROJECT WILL START ON CONTRACT DATE OF 8-15-77.

AGREEMENT NO. 77-162

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609 (Federal Register May 13, 1977 Part IV)

THIS AGREEMENT made and entered into this 15th day of August, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the EDD-CETA Office (Project #62C) hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H :

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1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

A. This agreement

B. Signature sheet

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc. as set forth in the Proposal Abstract, attached hereto as Exhibit

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing August 15, 1977 and terminating on August 14, 1978. Said term of this agreement shall not exceed twelve months.

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS; ----- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

Micro Fiched

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made.

7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

Micro Fiched

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

12. LEGAL RELATIONSHIP: Micro Fiched

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement: that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

Micro Fiched

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

Micro Fiched

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

Micro Fiched

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

Subgrant No. _____ Program Agent

TWYLA J. THOMPSON (SEAL)
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairman, Board of Supervisors
Title of Authorized Officer

Date July 15 1977

_____
Legal Name of Subgrantee

_____
Signature of Authorized Officer

_____
Title of Authorized Officer

Micro Fiched

6/20/77

PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Micro Fiched

Project Name: Program to Recruit, Hire and Integrate the Disabled into Employment with the State Department of Health

Organizational Name: EDD-CETA Office (for the State of California)

Organizational Address: 711 N Street, Sacramento, California 95814

Telephone Number: 322-7751

Director's Name: ANTHONY J. GUTIERREZ, Director, State CETA Office

Person(s) to Contact: Margaret Cardoza, 322-7751

Authorized Signature: [signature]

for JOHN [illegible]
Chief, Public Employment Section, CETA Office

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

Yolo County

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

Micro Fiched

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: State of California -- Department of Health

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? The Department of Health is taking the initiative to hire the community disabled.

b. What are the expected results of this project? To give disabled persons work experience that will make them competitive in current State civil service exam processes and eligible for appointments.

Micro Fiched

c. What is the Public Service provided by this project? To permanently employ persons from the largest minority in Yolo and Sacramento Counties, thus removing them from the public welfare rolls.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

California's largest minority, the disabled, has been grossly neglected by affirmative action plans throughout State service. The Department of Health is taking the initiative to assure that disabled individuals are recruited and hired in all its programs through CETA funds.

SEE specific project tasks which are enclosed as attachments. Each project task includes the job description (a) for that task. A separate budget page and fringe benefit itemization is included for each project task.

PROJECT TITLE:

Licensing and Certification Program

PROJECT NARRATIVE:

It is the responsibility of the Licensing and Certification Division of the State Department of Health to insure that every health or community care facility in the State complies with Department of Health regulations. To that end, the law states that every facility must be inspected at least once a year. The Division is presently 20% understaffed and is often dealing with a back-log of work.

There are some low priority or one-time tasks that this Division cannot undertake because of our staffing problems. We are therefore requesting 9 (nine) CETA-Disabled positions that would give us the needed staff to perform tasks and would give the 9 (nine) disabled an opportunity to work in an office setting and gain experience that should help them in seeking employment in the future.

PRIME SPONSOR AREA:

Yolo County and Sacramento City

JOB SITE:

Sacramento

POSITION and NUMBER DESIRED:

PSE IV -- (SSA

Micro Fiched

SALARY: $861.00 monthly

JOB DESCRIPTION:

Duties will include analytical skills and some budget or accounting background; work on the preparation of management reports involving our Citation Review System, legal action status and legislation review (proposed and introduced) to determine fiscal and health delivery impact.

4. Budget

Total Personnel Costs (A + B) $ 11,296.00
Attach itemized fringe benefits.

A. Salaries and Wages $ 9,996.00

B. Fringe Benefits[1] $ 1,300.00

Total funds requested (Equals total personnel costs) $ 11,296.00

Total positions requested 1

Average cost per position requested (total budget divided by number of positions) $ 11,296.00

Complete the following information for each position requested. Attach job description sheet for each job title listed.*

Micro Fiched

Salary[2]	Job Title	Monthly Salary Budgeted	Monthly Fringe Dollar Amount	# of Months	Total Cost Per Position
861	PSE IV SSA	833	108.30	12	11,296.00

Duration of Projection

Estimated from July 1, 1977 to June 30, 1978

[1]Amount shown is the total from attached Itemized Fringe Benefit page. The total of individualized benefits may vary slightly from this total.
[2]Actual starting salary. Amounts above $833 paid by Department.

*Attach additional sheet if necessary.

FRINGE BENEFIT SCHEDULE

SOCIAL SECURITY	@ 5.85%	$ 585.00
WORKER'S COMPENSATION	@ 3.65%	$ 365.00
HEALTH BENEFITS	@ 3.5 %	$ 350.00
RETIREMENT*	@13.59%	$ N/A
	TOTAL	1,300.00

*(Retirement is an optional benefit which is strongly discouraged due to the temporary nature of PSE appointments, since it is enticipated that the cost of this benefit will not be significant for Title VI Projects, no retirement factor is being built into this proposal.)

Micro Fiched

PROJECT TITLE:

Children Social Service

PROJECT NARRATIVE:

A public service that needs to be intensified, that will assure prompt action steps in providing Children Social Service delivery to children in the Sacramento-Yolo Area.

PRIME SPONSOR AREA:

Yolo County and Sacramento City

JOB SITE:

Sacramento

POSITION AND NUMBER DESIRED:

PSE IV -- (SSA)

SALARY: $861.00 monthly

Micro Fiched

JOB DESCRIPTION:

Duties: Verify that child is legally free for adoption in accordance with the requirements in California Administrative Code and Civil Code; advise adoption agencies if any additional information is needed where documentation is inadequate; respond to correspondence from parties to an adoption requesting background information; respond to requests from the public for general information on adoption.

4. Budget

Total Personnel Costs (A + B) $ 11,296.00
Attach itemized fringe benefits

A. Salaries and Wages $ 9,996.00

B. Fringe Benefits[1] $ 1,300.00

Total funds requested (Equals total personnel costs) $ 11,296.00

Total positions requested 1

Average cost per position requested (total budget divided by number of positions) $ 11,296.00

Complete the following information for each position requested.
Attach job description sheet for each job title listed.*

Micro Fiched

Salary[2]	Job Title	Monthly Salary Budgeted	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position
861	PSE IV SSA	833	108.30	12	11,296.00

Duration of Projection

Estimated from July 1, 1977 to June 30, 1978

[1]Amount shown is the total from attached Itemized Fringe Benefit page. The total of individualized benefits may vary slightly from this total.
[2]Actual starting salary. Amounts above $833 paid by Department.

*Attach additional sheet if necessary.

FRINGE BENEFIT SCHEDULE

SOCIAL SECURITY	@ 5.85%	$ 585.00
WORKER'S COMPENSATION	@ 3.65%	$ 365.00
HEALTH BENEFITS	@ 3.5 %	$ 350.00
RETIREMENT*	@13.59%	$ N/A
	TOTAL	1,300.00

Micro Fiched

*(Retirement is an optional benefit which is strongly discouraged due to the temporary nature of PSE appointments, since it is anticipated that the cost of this benefit will not be significant for Title VI Projects, no retirement factor is being built into this proposal.)

PROJECT TITLE:

Medi-Cal Benefits Section

PROJECT NARRATIVE:

A public service that is not being met because of understaffing. A need to answer questions related to correspondence from providers, beneficiaries, the public, and other parties: developments and reviews of programs, policies, and procedures to ensure uniform standards of Medi-Cal services for the benefit of the public.

PRIME SPONSOR AREA:

Yolo County and Sacramento City

JOB SITE:

Sacramento

POSITION and NUMBER NEEDED:

PSE IV -- (SSA)

Micro Fiched

SALARY: $861.00 monthly

JOB DESCRIPTION:

Under supervision of the Chief of the Program Analysis Unit (Staff Services Manager II), incumbent performs a wide variety of administrative and analytical staff services assignments of average difficulty relating to planning, public communication, policy formulation and analysis, and program evaluation; acts as a member of task groups or teams on new programs or major Department projects; reviews and evaluates national, state, and local trends relating to health care services and related areas to ensure that the Medi-Cal program is in keeping with the goal of providing to Medi-Cal beneficiaries needed health care services and benefits, within available resources; acts as a representative of the State appearing before public groups to discuss new or ongoing programs; provides liaison with all professional consultant staff (i.e., medical, dental, pharmaceutical, and optometric), and with section management, in the formulation of responses to questions concerning the scope of benefits under the Medi-Cal program; coordinates the preparation of the weekly activity report for section chief; and performs other administrative support duties as required.

4. Budget

Total Personnel Costs (A + B) $ 11,296.00
Attach itemized fringe benefits

A. Salaries and Wages $ 9,996.00

B. Fringe Benefits[1] $ 1,300.00

Total funds requested (Equals total personnel costs) $ 11,296.00

Total positions requested 1

Average cost per position requested (total budget divided by number of positions) $ 11,296.00

Complete the following information for each position requested. Attach job description sheet for each job title listed.*

Micro Fiched

Salary[2]	Job Title	Monthly Salary Budgeted	Monthly Fringe Dollar Amount	# of Months	Total Cost Per Position
861	PSE IV SSA	833	108.30	12	11,296.00

Duration of Projection

Estimated from July 1, 1977 to June 30, 1978

[1]Amount shown is the total from attached Itemized Fringe Benefit page. The total of individualized benefits may vary slightly from this total.
[2]Actual starting salary. Amounts above $833 paid by Department.

*Attach additional sheet if necessary.

FRINGE BENEFIT SCHEDULE

SOCIAL SECURITY	@ 5.85%	$ 585.00
WORKER'S COMPENSATION	@ 3.65%	$ 365.00
HEALTH BENEFITS	@ 3.5 %	$ 350.00
RETIREMENT*	@13.59%	$ N/A
	TOTAL	1,300.00

Micro Fiched

*(Retirement is an optional benefit which is strongly discouraged due to the temporary nature of PSE appointments, since it is anticipated that the cost of this benefit will not be significant for Title VI Projects, no retirement factor is being built into this proposal.)

PROJECT TITLE:

Department of Health Information

PROJECT NARRATIVE:

The purpose is to attempt to inform the public of the Department's function. It is hoped that with this additional staff the public will be more updated as to the work the Department is doing.

PRIME SPONSOR AREA:

Yolo County and Sacramento City

JOB SITE:

Sacramento

POSITION and NUMBER DESIRED:

1 (one) PSE IV -- (SSA)

SALARY: $861.00 monthly

Micro Fiched

JOB DESCRIPTION:

Under direction, to do interpretive writing of technical material for news releases and publications of State agencies; and to do other work as required.

Summarizes and interprets facts and trends shown in technical studies and reports; writes articles which are adapted to the needs and interests of diverse groups.

Knowledge and Abilities:

Wide knowledge of: methods of presenting the results of research.

Working knowledge of: type, content, and form of articles required for publication by newspapers, magazines, and trade journals and the type of reading public normally served by these publications.

Familiarity with: research procedures in social and economic problems.

Skill in: interpretive writing; digesting, abstracting, and condensing technical reports and studies.

Ability to: interpret statistical charts, graphs, and tables; write articles which are adapted to the needs and interests of diverse groups; write good English; prepare news releases, radio scripts, addresses, and talks by public officials; write articles for publication.

Originality and tact.

4. Budget

Total Personnel Costs (A + B) $ 11,296.00
Attach itemized fringe benefits

A. Salaries and Wages $ 9,996.00

B. Fringe Benefits[1] $ 1,300.00

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Micro Fiched

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[2] Actual starting salary. Amounts above $833 paid by Department.

Attach additional sheet if necessary.

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	TOTAL	1,300.00

Micro Fiched

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PROJECT TITLE

Treatment Services Delivery and Equal Employment Opportunity

PROJECT NARRATIVE:

A public service that needs to be performed which is not being met because of increased workload of this Division. The Division will develop specific action steps which will ensure equal treatment service delivery and equal employment opportunity for all employees and applicants for employment without discrimination based on sex, race, color, age, religion, national origin, disability, or ancestry.

This one-year project will provide equal treatment services delivery and equal opportunities for employees and applicants throughout the eleven State hospitals in the State of California.

PRIME SPONSOR AREA:

Yolo County and Sacramento City

Micro Fiched

POSITION and NUMBER DESIRED:

PSE IV -- (SSA)

SALARY: $861.00 monthly

JOB SITE:

At various State hospitals
Headquarters in Sacramento

JOB DESCRIPTION:

Staff Services Analyst

These persons would assist in the offices of Affirmative Action, Hospital Operations, Program Development, and Compensatory Education. They will be used to compile, analyze, and report on staffing surveys, prepare written reports, and research information.

4. Budget

Total Personnel Costs (A + B) $ 11,296.00
Attach itemized fringe benefits

A. Salaries and Wages $ 9,996.00

B. Fringe Benefits[1] $ 1,300.00

Total funds requested (Equals total personnel costs) $ 11,296.00

Total positions requested 1

Average cost per position requested (total budget divided by number of positions) $ 11,296.00

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Micro Fiched

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Duration of Projection

Estimated from July 1, 1977 to June 30, 1978

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[2]Actual starting salary. Amounts above $833 paid by Department.

*Attach additional sheet if necessary.

FRINGE BENEFIT SCHEDULE

SOCIAL SECURITY	@ 5.85%	$ 585.00
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RETIREMENT*	@13.59%	$ N/A
	TOTAL	1,300.00

Micro Fiched

*(Retirement is an optional benefit which is strongly discouraged due to the temporary nature of PSE appointments, since it is anticipated that the cost of this benefit will not be significant for Title VI Projects, no retirement factor is being built into this proposal.)

5. Geographic area to be served by the Project: Yolo County

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes [X] No [ ]

b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes [X] No [ ]

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes [X] No [ ]

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes [X] No [ ]

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes [X] No [ ]

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes [X] No [ ]

Micro Fiched

John Luque
Authorized Signature
John Luque
Chief, Public Employment Section
CETA Office

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The State of California has been involved for many years in Federally funded employment and training programs for the disadvantaged and long-term unemployed and has maintained an excellent rate of transition into regular civil service for all such programs.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

The supervising personnel for the CETA entities have been in State service for many years. These supervisors have been involved in supervising numerous persons from previous CEP, Comcilio New Careers, COD, WIN, etc. funded programs. Supervisors would include senior clerks, office managers, auditors, to project chiefs.

Micro Fiched

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer

Not applicable to State of California Departments

Micro Fiched

10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

A. Project narratives and duty statements are enclosed.

B. 1. Three months to familiarize the trainee with duties of the job. Close supervision.

2. Six months performing the duties of the job trainee. Moderate supervision.

3. Nine months performing the duties of the job. Limit supervision.

4. During the one-year project, enrollee will be trained and encouraged to apply for State civil service exam.

C. Mr. Martin Veal, Staff Services Manager I, will be in charge of the project. Individual supervisors for the CETA slots are identified in each project narrative.

Micro Fiched

11. a. State in detail what community need this project fulfills.
b. How/the how this need was determined (i.e., site studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental paper may be attached for complete description)

a. This project will bring out the disabled from the closets where they have been hidden and illustrate that the disabled have the education and the talent to perform and compete in society.

b. The employment of the disabled has been greatly neglected as only 1.5% of the disabled out of 20% of the population are employed throughout the State of California and the rest of the country.

c. The SYETA Comprehensive Employment Plan has stated that the disabled are a special concern of the Plan.

Micro Fiched

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

_____Professional	_____Skilled
_____Semi-Professional	_____Unskilled
_____Clerical	_____Semi-Skilled

TOTAL_____

Not applicable to State of California Departments

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The State buildings at 714 and 744 "P" Street in Sacramento, California are barrier free with access to the buildings from elevators, wide doors, office space, and bathroom facilities within that are suitable to the disabled from Sacramento and Yolo County.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

The Department of Health has a Disabled Employment [illegible] to insure the following:

1) Provide the CETA enrollee with work experience and training.

2) Train CETA enrollees in preparing for State civil service exams.

3) Monitor the State civil service exams and encourage CETA enrollees to apply for exams they may qualify for.

4) Make a concentrated effort to transition CETA enrollees into permanent positions, provided they perform satisfactorily and are reachable on an employment list.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II			
III			
VI			
TOTAL			

Micro Fiched

Comments:

The State of California has separate contracts with Prime Sponsors and Program Agents Statewide including Balance of State and Governor's discretionary Funds.

b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
TOTAL			

Micro Fiched

Comments:

The State of California has multiple source funding.

Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Authorized Signature John Lugnes

June 20, 1977
Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

Micro Fiched

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

Micro Fiched

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

Micro Fiched

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

Micro Fiched

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

Micro Fiched

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

Micro Fiched

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO	BOARD OF SUPERVISORS Yolo County Courthouse P.O. Box 1098 Woodland, California 95695
(Legal Name of Applicant)	(Address)
(Seal) TWYLA J. THOMPSON	
(Signature of Authorized Officer)	
TWYLA J. THOMPSON, Chairman Board of Supervisors, County of Yolo, State of California	Micro Fiched
(Typed Name & Title of Authorized Officer)	August 15, 1977 (Date of Application)

RECEIVED
OCT - 31977
LAURENCE P. HENIGAN, Clerk
By..... Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 77-163

PROJECT

FILED
OCT - 31977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

Sub-Grantee Name University of California, Davis (Project #83)	
Address 312 Mrak Hall	
City Davis, CA 95616	Phone: 752-6710
Program Director	Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 30,774.

2. Grant period begins 8-22-77 and ends 8-21-78.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

(Legal Name of Sub-Grantee)

F.W. Hill
(Signature of Authorized Officer)

Fredric W. Hill
Associate Dean for Research
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____
DEPUTY

SY-52

(SEAL)

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

77-163
Book

PROJECT NAME UNIVERSITY OF CALIFORNIA, DAVIS - THE PETER J. SHIELDS LIBRARY PROJECT PROJECT NO. 83

RECRUITMENT WILL START 8-1-77.

SPECIAL AND RECRENT VETERANS (IF ANY) WILL BE REFERRED 8-3-77.

RECRUITMENT WILL BE COMPLETED 8-9-77.

APPLICATIONS WILL BE DELIVERED 8-11-77.

SELECTION AND ENROLLMENT WILL BE MADE 8-19-77.

PROJECT WILL START ON CONTRACT DATE OF 8-22-77.

AGREEMENT NO. 77-163

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609 (Federal Register May 13, 1977 Part IV)

THIS AGREEMENT made and entered into this 22th day of August, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the University of California, Davis (Project #83) hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H :

Micro Fiched

1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

A. This agreement

B. Signature sheet

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc. as set forth in the Proposal Abstract, attached hereto as Exhibit

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing August 22, 1977 and terminating on August 21, 1978. Said term of this agreement shall not exceed twelve months.

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

Micro Fiched

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS: ---- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made. Micro Fiched

7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

Micro Fiched

12. LEGAL RELATIONSHIP:

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

Micro Fiched

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

Micro Fiched

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

Micro Fiched

18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

Subgrant No. _____ Program Agent

TWYLA J. THOMPSON (SEAL)
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairm. Board of Supervisors
Title of Authorized Officer

Date July 15 19 77

_____
Legal Name of Subgrantee

_____
Signature of Authorized Officer

_____
Title of Authorized Officer

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Project #83

UNIVERSITY OF CALIFORNIA, DAVIS

THE PETER J. SHIELDS LIBRARY

POSITION/TITLE		WAGES AND BENEFITS
Library Assistant I		$ 10,258
Library Assistant I		10,258
Library Assistant I		10,258
Three Positions	TOTAL COST	$ 30,774

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Contract period 12 months effective 8-22-77 through 8-21-78.

83

RECEIVED
APR 14 1977

PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

Micro Fiched

YOLO COUNTY

C

Project Name The Peter J. Shields Library Project

Organizational Name University of California

Organizational Address 312 Mrak Hall, UCD, Davis, CA

Telephone Number 752-6710

Director's Name Allen G. Marr, Dean Graduate Division

Person(s) to Contact Emily Mast, Manpower Coordinator

Authorized Signature

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

* Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: _____

Micro Fiched

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Organizing and updating catalogue files for three departments in the UCD Library (Government Documents; Special Collections and Acquisitions)

b. What are the expected results of this project? Much more useable files in each of these departments resulting in more efficient use by researchers and students.

c. What is the Public Service provided by this project? Education improvement (make library facilities more useable to students).

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

Government Documents

1. Reading U.S. serial files for inactive titles, checking available sources to determine activity status; writing to government agencies to confirm status and make necessary changes in library records.
2. Conduct an inventory of the Microcopy Collection.
3. Type catalogue cards for U.S. Congressional publications on unindexed microfilm.

Acquisitions

1. Sorting, typing of processing slips and filing of a slip into On-order/ In-process file for 8,000 titles for which no record exists at all.

Special Collections

1. Arrange and organize materials for fifty cubic feet of unprocessed archival material including typing catalogue cards and filing for special collections.

Micro Fiched

4. Budget

Total Personnel Costs (A & B) $ 31,536.00
Attach itemized fringe benefits

A. Salaries and Wages $ 26,280.00

B. Fringe Benefits $ 5,256.00

Total funds requested (Equals total personnel costs) $ 31,536.00

Total positions requested 3

Average cost per position requested (total budget divided by number of positions) $ 10,512.00

Complete the following information for each position requested.
Attach job description sheet for each job title listed.*

Micro Fiched

Job Title	Monthly Salary	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position
Library Assistant I	$714.00	142.80	6	
	746.00	149.20	6	$ 10,512.00

Duration of Projection

Estimated from 7-1-77 to 6-30-78

*Attach additional sheet if necessary.

LIBRARY ASSISTANT I

TYPICAL DUTIES

Under supervision, incumbents perform routine duties in a library unit. Library Assistant I is the operational level.

Work is performed according to prescribed procedures and/or defined instruction work is usually subject to close and continuing review until the standard procedures are learned.

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Incumbents at this level typically answer basic library information questions and handle routine complaints at a service desk; maintain a detailed system of circulation controls including reserves, renewals, overdues and interlibrary loans; process records for reserved books; enter continuing serials and documents on checking cards, prepare routine claims for non-receipt of materials and record duplicates; verify incoming orders by matching material received with appropriate records; process invoices for serial orders; prepare materials for binding according to pre-determined instructions; receive and process interlibrary loan requests; do routine filing in library card catalogs; and type library records such as catalog cards and order forms.

This class differs from other clerical classes in that the work performed requires knowledge and skills which are unique to the library system.

The following examples are typical of some of the duties which may be allocated to the Library Assistant I level.

Example:

Cataloging

Catalog single-volume monographic books with Library of Congress cards when the books are in English or common European languages (e.g., French, German and Spanish) and the Library of Congress classification numbers are straightforward. Cataloging at this level consists of checking the Library of Congress card against the classification scheme and the public catalog and making changes for author, tracings and subject headings where there are established variations.

Bibliographic Searching

Perform routine checks of monographs and serials for holdings, and for simple verification of trade or bibliographic information using standard bibliographic tools such as Cumulative Book Index, Library of Congress Depository Catalog, Union List of Serials and U.C. Library Card Catalogs.

MINIMUM QUALIFICATIONS

Graduation from high school or a General Education Diploma and one year of general clerical experience; or an equivalent combination of education and experience; and knowledges and abilities essential to the successful performance of the duties assigned to the position.

Micro Fiched

5. Geographic area to be served by the Project: Yolo County

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes [X] No [ ]

b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes [X] No [ ]

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes [X] No [ ]

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes [X] No [ ]

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes [X] No [ ]

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes [X] No [ ]

Authorized Signature

Micro Fiched

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The University of California, Davis has had a sophisticated Manpower Program since 1968. The campus has participated in EEA-PEP; New Careers; CETA, Titles I, II, III, VI; Dept. of Rehabilitation - OJT; WIN-COD, Social Security Disability Income (SSDI) and a variety of youth jobs such as NYC and ROP.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

Mr. William F. McCoy, Master of Library Science, who is the Associate University Librarian will serve as the Library Project supervisor. Mr. McCoy currently serves as the Personnel and Budget Officer for the Peter J. Shields Library.

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9. List the members of your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer

The organization and goverance of the University is entrusted to a corporation called the Board of Regents. Of the individuals comprising the Board, 18 are prominent California citizens appointed by the Governor; seven members of the Board, including the President of the University and the Governor of California, serve ex-officio. A student Regent is selected each year from a list of names submitted to the Board by the Student Body President's Council.

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10. a. Describe the project in detail.
    b. Describe the time frame for completing each phase of the project.
    c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

The UC Davis Library Project will organize and up date catalogue files for three departments in the library. This will include reviewing government document files for inactive titles, making necessary changes in those files; conducting an inventory of the microfilm library and preparing catalogue cards on unindexed microfilm; processing and preparing acquisition materials for 8,000 titles for which no records exist; and arranging and organizing materials for fifty cubic feet of unprocessed archival material. It is believed, it will take 3 people full time for approximately eleven months to complete the project.

Phase I - approximately 22 working days - recruitment and selection of three Library Assistant II's.

Phase II - approximately 3 1/2 months - completion of work in the Government Documents department.

Phase III - approximately 3 1/2 months - completion of work in the Acquisitions department.

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Phase IV - approximately 3 1/2 months - completion of work in the Special Collections department.

Phase V - approximately ten days - Activities for placing those persons not transitioned into unsubsidized employment in the library.

Mr. William F. McCoy MLS, Associate University Librarian is the Library Project Supervisor.

11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

The Library of the University of California, Davis contains about 1,310,000 volumes and receives 39,000 periodicals, serials and government publications annually. In addition to the main stack collection, there are 1,170,000 items on microcopy, 47,500 maps, more than 445,000 pamphlets, 16,500 rare books, 11,500 sound recordings, and a bibliographic center collection.

The library is an official depository for Federal and State publications and the Government Documents Department provides services that make it easy to use the publications.

Researchers, faculty members and students have a valuable research tool with the Automated Information Service. Through computers located at two off-campus locations, bibliographies and references on a wide range of topics are available from the periodical literature of the last three to eight years. AIRS can provide bibliographies and conduct searches on subjects in agriculture, biology, chemistry, education, engineering, nutrition and psychology.

The Department of Special Collections provides assistance in the use of rare books, the Hinman collator, University archives and the 310,000 - item F. Hal Higgins Library of Agricultural Technology.

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The resources of the University are such that the proposed project is one that cannot be done without outside funding. The project, when completed in one year, will make more materials available to the students, researchers and faculty of UCD thus fulfilling the need of the dissemination of information.

This need was determined through discussions with the Associate University Librarian, Mr. William F. McCoy. Each of the 300 departments in the University always have projects that need to be completed when and if the funds can be found to undertake them. This is one of those projects.

Much of the academic life of the University revolves around the library. It is in constant use by students, faculty conducting research and literature review. Therefore, any project that enhances the effectiveness of the services of library is of high-priority. The priority of this project will be demonstrated in years to come through increased useage of the Government Documents and Special Collections Departments and through the increase efficiency of the Acquisitions Department.

12. List the number of NOW DELTA full-time paid staff employed by your organization categorized as follows:

4,342	Professional	1,000	Skilled
500	Semi-Professional	700	Unskilled
2,500	Clerical	300	Semi-Skilled

TOTAL 9,342

* These figures are approximate

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The Project will be located in the Peter J. Shields Library at the University of California, Davis Campus. The library has all the necessary tools, machines and work areas to carry out such a project.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

1. Responsibility for project operations has been made.
2. Tasks and activities have been defined.
3. Tentative time - frame for work completion has been determined.
4. Job descriptions have been prepared
5. Supervisors have been designated.
6. Orientation and other needed training has been determined.
7. Recruitment will take place through Project MOVE who will insure that the persons referred are CETA VI eligible.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I	October 1, 1976 September 30, 1977	18	$ 89,052.00
II	Nothing at present		
III	Nothing at present		
VI	October 1, 1976 September 30, 1977	30	$ 214,419.00
TOTAL		48	$ 303,471.00

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Comments:

b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Work Incentive Program IV	October 1, 1976 September 30,1977	(9 months) $234,794.25	Provide on Job Training for WIN participants
Work Incentive Program V	July 1, 1977 - June 30, 1978	(6 months) $201,169.08	Provide On Job Training for WIN participants
TOTAL			

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Comments:

If a WIN V contract is awarded, the WIN IV contract will terminate and the unused funds will be transferred to the WIN V contract.

If the WIN V contract is not awarded, then the WIN IV contract will continue until it's completion September 30, 1977.

Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

The University of California is chartered by the State of California as a non-profit educational institution under the Organic Act of 1868. Therefore, the above are not applicable to the University of California, Davis.

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I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Authorized Signature

April 14, 1977
Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

Micro Fiched

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

Micro Fiched

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

Micro Fiched

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

Micro Fiched

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

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D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO	BOARD OF SUPERVISORS Yolo County Courthouse P.O. Box 1098 Woodland, California 95695
(Legal Name of Applicant)	(Address)
(Seal) TWYLA J. THOMPSON	
(Signature of Authorized Officer)	
TWYLA J. THOMPSON, Chairman Board of Supervisors, County of Yolo, State of California	
(Typed Name & Title of Authorized Officer)	August 22, 1977 (Date of Application)

Micro Fiched

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 77-164

PROJECT

RECEIVED
OCT - 31977
LAURENCE P. HENIGAN, Clerk
By

FILED
OCT - 31977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
Deputy

Sub-Grantee Name University of California, Davis (Project #85)
Address 312 Mrak Hall
City / Phone: Davis, CA 95616 / 752-6710
Program Director

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 20,454 .

2. Grant period begins 8-01-77 and ends 10-31-77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

Frederic W. Hill
Associate Dean for Research

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

DEPUTY

SY-52

(SEAL)

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

77-164
Book

PROJECT NAME UNIVERSITY OF CALIFORNIA, DAVIS - beautification & CONSERVATION PROJECT PROJECT NO. 85

RECRUITMENT WILL START 7-11-77.

SPECIAL AND RECENT VETERANS (IF ANY) WILL BE REFERRED 7-13-77.

RECRUITMENT WILL BE COMPLETED 7-19-77.

APPLICATIONS WILL BE DELIVERED 7-21-77.

SELECTION AND ENROLLMENT WILL BE MADE 7-29-77.

PROJECT WILL START ON CONTRACT DATE OF 8-1-77.

AGREEMENT NO. 77-164

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609 (Federal Register May 13, 1977 Part IV)

THIS AGREEMENT made and entered into this 1st day of August, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the University of California, Davis (Project #85), hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H :

Micro Fiched

1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

A. This agreement

B. Signature sheet

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing August 1, 1977 and terminating on October 31, 1978. Said term of this agreement shall not exceed three months.

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

Micro Fiched

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS: ----- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made.

7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

Micro Fiched

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

12. LEGAL RELATIONSHIP: Micro Fiched

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

Micro Fiched

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

Micro Fiched

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

Micro Fiched

18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

Subgrant No. _____ Program Agent

TWYLA J. THOMPSON (SEAL)
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairm, Board of Supervisors
Title of Authorized Officer

Date July 15 1977

_____
Legal Name of Subgrantee

_____
Signature of Authorized Officer

_____
Title of Authorized Officer

Micro Fiched

Project #85

UNIVERSITY OF CALIFORNIA, DAVIS

BEAUTIFICATION AND CONSERVATION

POSITION/TITLE		WAGES AND BENEFITS
Groundskeeper		$ 2,922
Groundskeeper		2,922
Groundskeeper		2,922
Groundskeeper		2,922
Groundskeeper		2,922
Groundskeeper		2,922
Groundskeeper		2,922 Micro Fiched
Seven Positions	TOTAL COST	$ 20,454

Contract period 3 months effective 8-01-77 through 10-31-77.

RECEIVED
APR 14 1977

PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Micro Fiched

Project Name Beautification And Conservation Project

Organizational Name. University of California

Organizational Address 312 Mrak Hall, UCD, Davis, CA

Telephone Number 752-6710

Director's Name Allen G. Marr, Dean Graduate Division

Person(s) to Contact Emily Mast, Manpower Coordinator

Authorized Signature

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

*Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: _____

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Grounds Cleanup, weed control and planting of trees and shrubs.

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b. What are the expected results of this project? Beautification of the campus and public roads.

c. What is the Public Service provided by this project? Conservation, Beautification and environmental quality improvement.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

Clean edges of roadway of leaves, weeds and debris.

Remove weed overgrowth from edges of various campus paths.

Weed control and cleanup of outlying areas of campus such as the airport.

Cleanup and weed removal along Russell Blvd., fence lines and drainage ditches.

Plant trees at the Primate Center and on LaRue Extension and West Perimeter Rd.

Preparation of area for landscaping at Fire/Police Station and Recreation Hall.

4. Budget

Total Personnel Costs (A & B) $ 20,563.20
Attach itemized fringe benefits

A. Salaries and Wages $ 17,136.00

B. Fringe Benefits $ 3,427.20

Total funds requested (Equals total personnel costs) $ 20,563.20

Total positions requested 7

Average cost per position requested (total budget divided by number of positions) $ 2,937.60

Complete the following information for each position requested.
Attach job description sheet for each job title listed.*

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Job Title	Monthly Salary	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position
Groundskeeper	$816.00	$163.20	21	20,563.20

Duration of Projection

Estimated from 7-1-77 to 6-30-78

*Attach additional sheet if necessary.

GROUNDSKEEPER

JOB DESCRIPTION

Groundskeepers perform a variety of semi-skilled and skilled grounds maintenance and gardening tasks; and perform other related duties as required.

Incumbents typically work as a part of a regular crew involved in the care and maintenance of plants, shrubs, trees, hedges, flowers, lawns and hard surfaced areas on the grounds of a campus or related facility; mow lawns and fields; edge around walks, flower beds, walls and similar areas; trim and prune shrubs, hedges and trees; prepare and fertilize soil for planting; spray landscaped areas with insecticides and herbicides; hoe weeds and rake lawns; water various ground areas by hand or by operating the sprinkler system; perform minor maintenance on hard surfaced areas such as walks and roadways; operate trucks, power mowers, power edgers, and a variety of attachments and hand grounds equipment or tools; service and make minor repairs or adjustments to equipment; may lay out and maintain athletic fields; and may use carpentry tools in simple construction of facilities such as wooden retaining walls.

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MINIMUM QUALIFICATIONS

Ability to follow oral and written instructions; one year of experience in grounds maintenance or gardening; or an equivalent combination of education and experience.

5. Geographic area to be served by the Project: Yolo County

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes [XX] No [ ]

b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes [X] No [ ]

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes [X] No [ ]

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes [X] No [ ]

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes [X] No [ ]

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes [X] No [ ]

Micro Fiched

Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The University of California, Davis has had a sophisticated Manpower Program since 1968. The campus has participated in EEA-PEP; New Careers; CETA, Titles I, II, III, VI; Dept. of Rehabilitation - OJT; WIN-COD, Social Security Disability Income (SSDI) and a variety of youth jobs such as NYC and ROP.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

Mr. Robert P. Kelleher, Administrator of the Physical Plant Department, will be the Project Supervisor.

Micro Fiched

9. List the members of your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer

The organization and goverance of the University is entrusted to a corporation called the Board of Regents. Of the individuals comprising the Board, 18 are prominent California citizens appointed by the Governor; seven members of the Board, including the President of the University and the Governor of California, serve ex-officio. A student Regent is selected each year from a list of names submitted to the Board by the Student Body President's Council.

Micro Fiched

10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

The Beautification and Conservation Project is designed to clean-up various areas of the campus, provide for weed control and provide landscape improvement. This will be done through crews working with a variety of tools and methods to clean-up leaves, weeds and debris along roadways, to control weeds through spraying and hoeing out and to plant trees and shrubs. The University can provide the trees, shrubs and other materials.

Micro Fiched

Time frame for the project is:

Phase I - recruitment and selection - approximately twenty-two working days.
Phase II - clean-up and weed control - approximately three months
Phase III - Tree Planting - approximately one and one/half months.
Phase IV - Preparation of area for landscaping - approximately two months.

Mr. Robert P. Kelleher, Administrator of the Physical Plant Department, will be the Project Supervisor.

11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

The University of California, Davis has a campus totalling approximately 3,800 acres. About 980 acres are devoted to the central campus, the remainder being used primarily for agricultural research. The campus is criss-crossed by many roads and pathways that must be maintained at the expense of the campus. There is constant need for weed control and other clean-up along roads that are public roads (like the Old Davis Road) but there is never enough resources to provide the personnel to satisfy that need. In addition, new facilities are constantly being built that require landscaping. However, in this era of limitations there is not always funding available to provide for tree planting and other landscaping. The University can provide the materials but does not have resources to provide personnel.

Micro Fiched

This project was determined through discussions with the personnel of the Physical Plant Department. They have designated several projects that need being done when funds become available.

Weeds, tall grass and debris along road ways attract rodents and other animals that create a potential health hazard. It is cheaper and easier to clean-up this debris than to have to mount a full scale animal control program. Also, when landscaping cannot occur fairly soon after the completion of a new building, the growth of weeds, etc. requires more time, effort and money to accomplish the landscaping project than was originally estimated. The Beautification and Conservation Project will save money for the campus and will mean that areas will be landscaped earlier than first anticipated.

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

4,342	Professional	1,000	Skilled
500	Semi-Professional	700	Unskilled
2,500	Clerical	300	Semi-Skilled

TOTAL 9,342

* These figures are approximate

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The manpower recruitment and selection will be conducted through the UCD Manpower Program Office. This office has the responsibility for the coordination of all manpower programs on campus.

The operations of the Beautification and Conservation Project will be carried out by the Physical Plant Department. This department has the responsibility for the maintenance and development of the grounds of the University of California, Davis campus.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

1. Responsibility for project operations has been made.
2. Tasks and activities have been defined.
3. Tentative time-frame have been defined.
4. Job descriptions have been prepared.
5. Supervisors have been designated.
6. Orientation and other needed training has been determined.
7. Recruitment will take place through Project MOVE who will insure that the persons referred are CETA VI eligible.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I	October 1, 1976 September 30, 1977	18	$ 89,052.00
II	Nothing at present		
III	Nothing at present		
VI	October 1, 1976 September 30, 1977	30	$ 214,419.00
TOTAL		48	$ 303,471.00

Comments:

Micro Fiched

b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Work Incentive Program IV	October 1, 1976 September 30,1977	(9 months) $234,794.25	Provide on Job Training for WIN participants
Work Incentive Program V	July 1, 1977 - June 30, 1978	(6 months) $201,169.08	Provide On Job Training for WIN participants
TOTAL			

Micro Fiched

Comments:

If a WIN V contract is awarded, the WIN IV contract will terminate and the unused funds will be transferred to the WIN V contract.

If the WIN V contract is not awarded, then the WIN IV contract will continue until it's completion September 30, 1977.

Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

The University of California is chartered by the State of California as a non-profit educational institution under the Organic Act of 1868. Therefore, the above are not applicable to the University of California, Davis.

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I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Authorized Signature

April 14, 1977

Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

Micro Fiched

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FHC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

Micro Fiched

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

Micro Fiched

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

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8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

Micro Fiched

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO	BOARD OF SUPERVISORS Yolo County Courthouse P.O. Box 1098 Woodland, California 95695
(Legal Name of Applicant)	(Address)

Micro Fiched

TWYLA J. THOMPSON (Seal)
(Signature of Authorized Officer)

TWYLA J. THOMSPON, CHAIRMAN
Board of Supervisors, County of Yolo, State of Calitornia
(Typed Name & Title of Authorized Officer)

August 1, 1977
(Date of Application)

Book

RECEIVED

SEP 8 1977

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

FILED

SEP 8 1977

LAURENCE P. HENIGAN, Clerk

By DEBRA E. CONLEY Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 77-165

PROJECT

Sub-Grantee Name	
Sacramento-Yolo Employment & Training Agency	
Address	
1225 Eighth Street, Suite 260	
City	**Phone:**
Sacramento, CA 95814	441-4380
Program Director	

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1. Amount of funds allocated per this sub-grant is $ 12,106 .

2. Grant period begins 7-18-77 and ends 7-17-78 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
(Legal Name of Sub-Grantee)	
E H Minor	Twyla J Thompson
(Signature of Authorized Officer)	
Elza H. Minor, Jr.-Executive Officer	TWYLA J. THOMPSON, Chairman BOARD OF SUPERVISORS
(Typed Name and Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY ..... DEPUTY

SY-52

(SEAL)

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

Book 77-165

PROJECT NAME SYETA - TITLE VI ADMINISTRATION PROJECT PROJECT NO. 95C

RECRUITMENT WILL START 6/27/77.

SPECIAL AND RECRENT VETERANS (IF ANY) WILL BE REFERRED 6/29/77.

RECRUITMENT WILL BE COMPLETED 7/5/77.

APPLICATIONS WILL BE DELIVERED 7/7/77.

SELECTION AND ENROLLMENT WILL BE MADE 7/15/77.

PROJECT WILL START ON CONTRACT DATE OF 7/18/77.

FILED
JUL 19 1977
LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS Deputy

AGREEMENT NO. 77-165

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609 (Federal Register May 13, 1977 Part IV)

THIS AGREEMENT made and entered into this 18th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the Sacramento-Yolo Employment and Training Agency (Project #95C) hereinafter referred to as SUBGRANTEE.

RECEIVED
JUL 19 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

Micro Fiched

W I T N E S S E T H :

1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

A. This agreement

B. Signature sheet

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing July 18, 1977 and terminating on July 17, 1978. Said term of this agreement shall not exceed twelve months.

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

Micro Fiched

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS; ---- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made.

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7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

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12. LEGAL RELATIONSHIP:

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

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D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

Micro Fiched

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

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18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

Subgrant No. _____ Program Agent

Twyla J. Thompson
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairman, Board of Supervisors
Title of Authorized Officer

Date July 15 1977

original signed -
Elgan H. Dinner
Legal Name of Subgrantee

Signature of Authorized Officer

Micro Fiched

Title of Authorized Officer

Project #25C

SACRAMENTO-YOLO EMPLOYMENT TRAINING AGENCY

SYETA TITLE VI ADMINISTRATION

POSITION/TITLE		WAGES AND BENEFITS
Manpower Analyst Aide		$ 12,106
One Position	TOTAL COST	$ 12,106

Micro Fiched

Contract period 12 months effective 7-18-77 through 7-17-78.

95

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APR 14 1977

PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

Micro Fiched

Yolo County

C

Project Name SYETA Title II Administration Project

Organizational Name Sacramento-Yolo Employment & Training Agency

Organizational Address 1225 8th Street, Suite 260

Telephone Number 441-4380

Director's Name Elza H. Minor, Jr.

Person(s) to Contact Sylvia Navari or Marianne McDade

Authorized Signature E. H. Minor, Jr.

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: _____

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Monitoring, Bookkeeping, Management of information.

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b. What are the expected results of this project? To monitor and measure the impact of the Emergency Jobs Program in Sacramento and Yolo Counties.

c. What is the Public Service provided by this project? A smoothly administered Title VI program and the provision of technical assistance to each of the three jurisdictions.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

The primary purpose of this project is to train two Management Information Technician Aides, two Fiscal Analysts, and three Monitoring Aides. The above personnel will be utilized as trainees in the identified subject areas as it relates to the Title VI Emergency Jobs Program. In addition, the three File Clerks will be utilized to provide support to those persons responsible for the reporting and recordkeeping function required for the implementation of Title VI. The project, as a whole, will be in support of the administration of Title VI funds in a manner that will optimize performance and reduce administrative problems for this Prime Sponsor and its jurisdictions.

4. Budget

Total Personnel Costs (A & B) $101,624
Attach itemized fringe benefits

A. Salaries and Wages $ 85,760

B. Fringe Benefits $ 15,864

Total funds requested (Equals total personnel costs) $ 101,624

Total positions requested 10

Average cost per position requested (total budget divided by number of positions) $ 10,162 with fringes

Complete the following information for each position requested.
Attach job description sheet for each job title listed.*

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Job Title	* Monthly Salary	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position
Manpower Analyst Aide	4 mos/8 mos			
Management Information Tech. Aide	750 / 790	137	12	$10,964
Management Information Tech. Aide	750 / 790	137	12	$10,964
Manpower Specialis Aide	750 / 790	137	12	$10,964
Manpower Specialist Aide	[illegible] / 790	137	12	[illegible]0,964
Manpower Specialist Aide	[illegible] / 790	137	12	,964
Fiscal Analyst Aide	750 / 790	137	12	$10,964
Fiscal Analyst Aide	750 / 790	137	12	$10,964
File Clerk	550 / 580	121	12	$ 8,292
File Clerk	550 / 580	121	12	$ 8,292

*Includes 5% raise at end of four months. (see attached)

Duration of Projection

Estimated from May 1, 1977 to March 1, 1978

*Attach additional sheet if necessary.

4. Budget (cont)

Job Title	Monthly Salary	Monthly Fringes Dollar Amount	% of Months	Total Cost Per Position
	4 mos/8 mos			
File Clerk	550 / 580	121	12	$8,292

ITEMIZED FRINGE BENEFITS

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	AIDES	CLERKS
Retirement	$51.00	$38.00
Health	65.00	65.00
Workers Compensation	4.40	1.70
Life Insurance	.50	.40
Dental	16.00	16.00
	$136.90 per month	$121.10 per month

Approximately 17% fringe benefit cost.

5. Geographic area to be served by the Project: Sacramento and Yolo Counties

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes [X] No [ ]

b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes [X] No [ ]

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes [X] No [ ]

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes [X] No [ ]

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes [X] No [ ]

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes [X] No [ ]

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Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

As a CETA Prime Sponsor, we continually work with disadvantaged, unemployed, and underemployed. We have had several PSE enrollees, many of whom have successfully transitioned into full-time, unsubsidized employment.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

Within each identified area; Monitoring, Fiscal, and Management Information, there exists one individual responsible for the overall supervision of the PSE personnel.

The Monitoring supervisor has been with this Prime Sponsor since its inception. The monitoring supervisor and his staff assist Subgrantees in maintaining their programs in accordance with their respective goals and objectives. They also monitor programs for contract compliance. Under this project, the same function will be performed relative to Title VI.

The Fiscal Officer of SYETA will be responsible for the supervision of the Title VI employees designated as Fiscal Analysts. The Fiscal Officer is and has been for two years responsible for the fiscal operations of CETA in this jurisdiction. Fiscal operations include accounting for fiscal matters of both Subgrantees' and the Prime Sponsor's invoicing, billing, payroll, recordkeeping/reporting, and property. The PSE personnel will be trained in these functions as they relate to Title VI.

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The Management Information Officer in SYETA has been working within the realm of Management Information Systems for the last two years. This individual is responsible for developing reporting forms, recordkeeping, acting as liason with the contractor, providing computer services, and the collection and analysis of program information. The MIS will have overall responsibility of supervision for this part of the project.

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer
Ms. Sandra Smoley	Supervisor Sacramento County
Ms. Anne Rudin	Councilwoman Sacramento City
Mr. Manuel Ferrales	Councilman Sacramento City
Ms. Betsy Marchand, Chairperson	Supervisor Yolo County
Mr. Arthur H. Edmonds	Supervisor Yolo County

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10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

This project is designed to support the administration, implementation, and evaluation of the Emergency Jobs Program in Sacramento and Yolo Counties. It is divided into three component parts: monitoring, fiscal, and management information. Each component part will operate for one year.

The Monitoring Specialist Aides will each be under the direct supervision of one SYETA Manpower Specialist. Each will be assigned a jurisdiction and will be trained by a "Manpower Specialist" in monitoring techniques and contract compliance. As a team, each will provide technical assistence to the appropriate jurisdiction.

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The Fiscal Analyst Aides will be under the direct supervision of the Fiscal Analysts. Each will be trained in bookkeeping, recordkeeping, and reporting procedure as occurs under CETA guidelines.

The Management Information Technician Aides and File Clerks will be under the direction of the Management Information Officer. Within the realm of Management Information, there are two distinct functions: 1) Fulfilling reporting requirements of the Department of Labor and 2) the collection and interpretation of data for the purposes of program management and direction setting.

11. a. State in detail what community need this project fulfills.
    b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
    c. What evidence can you state that the community would place a high priority on this project.

    (Supplemental pages may be attached for complete description)

An effectively administered Title VI program will maximize the use of CETA dollars. This project addresses an efficient operation and diminishes foreseeable administrative problems in the endeavor to hire as many unemployed persons as possible in a short period of time. Through the hiring of a substantial number of unemployed persons, the community at large should experience some economic stimulus; and more importantly, people who do not have the economic means to provide for themselves and their families will now have the means to provide such.

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Jobs, i.e., Title VI, is a high priority in and of itself. If its administration can be smooth and efficient, which this project will facilitate, then it will be beneficial to all participants.

12. List the number of Non-[redacted]A full-time paid staff employ[redacted] by your organization categorized as follows:

11	Professional		Skilled
3	Semi-Professional		Unskilled
3	Clerical		Semi-Skilled

TOTAL 17

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The project will be located at 1225 8th Street, Suite 260, Sacramento, CA. The SYETA central staff is located at this address. The participants will spend time out in the "field" monitoring the various Title VI project sites. It is necessary to house the project participants in the central office as the supervisory role and the work assignments originate from that office.

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14. Describe the organizational planning that has been done for the Project to ensure its operational success.

As administrators of Title VI funds, we have been able to identify the needs and project some problems related to the administration of such a large project in a short period of time. As well, we are aware of the unusual reporting requirements of this new Title VI program, and we have prepared for these requirements: The three systems this project addresses have been revising present formats, guidelines, and developing new systems to accommodate the influx of work.

Those persons responsible for supervision have been notified, advised, and prepared for the supervision of trainees. As well, space is being made available and necessary equipment obtained so that the trainees can be utilized upon their selection.

The operational success of this project may be ensured since this project, though only operating for one year, will become an integral part of the administration of CETA dollars.

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15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I	10/1/76 - 9/30/77	NA	$ 8,248,558
II	10/1/76 - 9/30/77	NA	1,288,353
III	5/1/77 - 9/30/77	NA	2,212,397
VI	2/1/77 - 9/30/77	NA	5,156,659
TOTAL		NA	$16,905,967

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Comments:

SYETA is the Prime Sponsor for Sacramento-Yolo Counties' CETA program and is funded solely by CETA.

b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
TOTAL			

Micro Fiched

Comments:

SYETA is funded exclusively with CETA funds.

Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

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I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Authorized Signature

Date

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated for convenience as of March 29, 1974, by and between the CITY OF SACRAMENTO, a municipal corporation, COUNTY OF YOLO, a political subdivision of the State of California, and COUNTY OF SACRAMENTO, a political subdivision of the State of California.

RECITALS

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WHEREAS, the United States has enacted the Comprehensive Employment and Training Act of 1973, hereinafter referred to as the Employment and Training Act, the purpose of said act being to provide job training and employment opportunities for economically disadvantaged, unemployed, and underemployed persons, and to assure that training and other services lead to maximum employment opportunities and enhance self-sufficiency by establishing a flexible and decentralized system of federal, state, and local programs; and

WHEREAS, said Employment and Training Act provides financial assistance to enable local governments to assume responsibilities for job training, community services, and for other purposes; and

WHEREAS, said Employment and Training Act provides for the formation of a consortia wherein combinations of units of local government may unite to form a multi-jurisdictional area to plan and operate a comprehensive manpower program to provide job training and employment opportunities for economically, disadvantaged, unemployed, and underemployed; and

WHEREAS, Section 6502 of the Government Code of the State of California authorizes public agencies (defined in Section 6500 of the Government Code) to enter into agreements to jointly exercise any power common to the public agencies; and

WHEREAS, public agencies have inherent power to act for the benefit of the health and general welfare of its residents; and

WHEREAS, it will be mutually beneficial to the City of Sacramento, the County of Yolo, and the County of Sacramento to enter into a Joint Powers Agreement wherein the parties thereto may avail themselves of the benefits and advantages of the Comprehensive Employment and Training Act for the residents within their respective jurisdictional areas.

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NOW, THEREFORE, the parties hereto agree as follows:

1. JOINT POWERS AGENCY. There is hereby created a Sacramento-Yolo Manpower Agency, hereinafter referred to as Joint Powers Agency, composed of the governmental entities City of Sacramento, County of Yolo, and County of Sacramento.

2. PURPOSE-JOINT POWERS AGENCY. The Joint Powers Agency is formed to recommend and carry out job training and employment programs for economically disadvantaged, unemployed and underemployed persons and to provide Comprehensive Manpower Services and Plans pursuant to the provisions of the United States Comprehensive Employment and Training Act of 1973.

3. AUTHORITY-JOINT POWERS AGENCY. The Joint Powers Agency is hereby authorized, in its own name, to do all acts necessary for the exercise of authority for the accomplishing the purpose as set out in provision two (2) herein, including, but not limited to any or all of the following:

(a) Enter into subgrants, contracts and other necessary agreements;

(b) Receive and expend funds;

(c) Employ personnel;

(d) Organize and train staff;

(e) Develop procedures for program planning, operation, assessment and fiscal management;

(f) Evaluate program performance and determine resulting need to reallocate resources;

(g) Modify the grant agreement with the Department of Labor;

(h) Prepare an annual budget;

(i) Prepare an annual comprehensive manpower program as set forth below.

Pursuant to the Employment and Training Act the Joint Powers Agency shall conduct studies and make analysis of the needs for training and employment and make recommendations for training and employment; where feasible act to coordinate training and employment programs within the jurisdictional areas of the parties hereto; and any other act or act that may be required to accomplish the purposes of this Joint Exercise of Powers Agreement and the Employment and Training Act.

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4. GOVERNING BOARD. The Joint Powers Agency shall be administered by a Governing Board which shall consist of six members, each serving in his individual capacity as a member of the Governing Board. Two members shall be appointed by the County of Sacramento from its Board of Supervisors, two members shall be appointed by the County of Yolo from its Board of Supervisors, and two members shall be appointed by the City of Sacramento from its City Council. Each member of the Governing Board shall serve at the pleasure of the party by whom he has been appointed. The term of office of any member of the Governing Board shall correspond with the term of this agreement but may be terminated by the authority which appointed such member. The successor in office of any member of the Governing Board shall be appointed by the authority which appointed said member to the Governing Board.

5. MEETINGS OF THE GOVERNING BOARD.

(a) Regular Meetings. The Governing Board shall hold at least one regular meeting each three-month period of the term of this agreement. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the board.

(b) Special Meetings. Special meetings of the Governing Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(c) Legal Notice. All meetings of the Governing Board shall be held subject to the provisions of the laws of the State of California requiring notice of meetings of public bodies to be given.

(d) Minutes. The Secretary of the Joint Powers Agency shall cause minutes of all meetings of the Governing Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Governing Board.

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(e) Quorum. A majority of the members of the Governing Board shall constitute a quorum for the transaction of business. No action may be taken by the Governing Board except upon the affirmative vote of four members of the Governing Board.

6. OFFICERS AND EMPLOYEES.

(a) The Governing Board shall select a chairman from among its members. The Governing Board shall also appoint a secretary who may, but need not be, a member of the Governing Board.

(b) The Governing Board shall have the power to appoint such other officers and employees as it may deem necessary whose compensation shall be subject to the approval of the contracting parties hereto.

7. TERM. This agreement shall be for the period commencing April 1, 1974 and continue to and through June 30, 1975. Provided, however, the parties hereto, upon mutual agreement, may extend this agreement for one year periods commencing July 1, 1975 and each July 1st thereafter.

8. PRIME SPONSOR. The Joint Powers Agency shall assume the duties and responsibilities as set forth for prime sponsors in the Employment and Training Act and Volume 39, Number 16, Part IV of the Federal Register. Said duties and responsibilities shall be, but not limited to,

accountability for federal funds provided to the consortium, and shall be responsible to monitor, evaluate, and take corrective action relating to the pertinence of any and all subcontractors under this agreement.

9. STAFF - PRIME SPONSOR. For the purposes of assisting the Joint Powers Agency, its governing board and for the administration of contracts, general administrative assistance, and planning the prime sponsor shall establish a staff to consist of as many members as from time to time is deemed necessary to assist in attaining the goals of this consortium. The selection of the members of the staff, and their particular skills, shall be by mutual agreement of the parties hereto.

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Commencing July 1, 1974, and quarterly thereafter during the terms of this agreement the Joint Powers Agency shall make reports to the parties hereto, and any and all other individuals or agencies that may be appropriate. Additional reports may be made from time to time as circumstances may require. Said reports shall contain, but not be limited to, proposed plans and status of existing plans and programs.

10. FUNDS - ACCOUNTABILITY.

(a) The treasurer of the County of Sacramento is hereby designated as the treasurer of the Joint Powers Agency. The treasurer is designated as the depository of the Joint Powers Agency to have custody of all the money, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Government Code of the State of California.

(b) The auditor-controller of the County of Sacramento is hereby designated auditor-controller of the Joint Powers Agency, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Government Code of the State of California. He shall draw warrants to pay demands against the Joint Powers Agency when the demands have been approved by the chairman of said agency.

(c) The treasurer and/or the auditor-controller shall establish records as required, in particular the funds received fo each party hereto shall be managed in such a manner that accountin

may be had of receipts and expenditures of the funds of each of the parties hereto.

(d) The treasurer and/or the auditor in addition to making reports required by the Employment and Training Act and Section 6505.5 of the Government Code of the State of California shall, commencing July 1, 1974 and quarterly thereafter, make reports to the Joint Powers Agency and the parties hereto designating therein receipts and expenditures of the funds to which each party hereto is entitled. Further may make such further reports as may be required for the convenience of the parties hereto.

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11. MANPOWER ADVISORY PLANNING COUNCIL.

(a) There is hereby established a Manpower Advisory Planning Council, hereinafter referred to as Council. The Council shall have eighteen members, each party hereto shall select six members to serve on the Council at the pleasure of the appointing party. To the extent practical, members shall be representative of the client community and of community based programs, the employment service, education and training agencies and institutions, business, labor, and agriculture.

(b) The function of the Council is to submit recommendations regarding program plans and basic goals, policies, and procedures, to monitor and provide for objective evaluations of employment and training programs conducted in the prime sponsorship area, and provide for continuing analysis of needs for employment, training, and related services in such area.

(c) The Council shall select a chairman, to serve at the pleasure of the Council. A quorum of the Council shall be ten or more members. To make recommendations a majority of the members present must assent to the recommendation proposed.

12. PLANS.

(a) Whenever there is adopted by the Joint Powers Agency a job training or employment program in which each of, or two of, the

parties representative of the Joint Powers Agency will operate, the number of individuals from each community which shall participate in said training or employment will be determined in the following manner. The number of residents from each party to participate in the training or employment program shall be in ratio to the percentage of funds which that party is entitled bears to the total funds of all three parties in the fund for the Comprehensive Manpower Program. The amount of funds to which each party is entitled shall be determined on the basis of the formula used by the Department of Labor in making the grant of funds to the Joint Powers Agency.

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(b) Provided, however, in recognition that each community of the parties hereto may have training and employment problems unique to a particular party, it is not necessary that all training and employment programs encompass all three parties. The monies used for any individual program shall be chargeable to that parties share of funds as determined in the preceding sub-section (a).

(c) Plans shall include any job training or employment program that may be required by law, and if available, include lists of the proposed program operators and total amount of each proposed operators contract.

(d) The Joint Powers Agency shall adopt a comprehensive plan for Manpower Training and Employment Services subject to the approval of the governing boards of the parties hereto.

13. ADMINISTRATIVE COSTS. Costs for retention of staff and any other administrative or equipment costs related to implementation and carrying out purposes of the Employment and Training Act shall be charged to the funds received by the parties hereto and placed under control of the Joint Powers Agency. The percentage of costs chargeable to the individual funds of the parties hereto shall be determined on a ratio basis as set forth in provision 12 (a) herein.

14. STATEMENT OF CONDITIONS AND CRITERIA. The parties hereto make the following statement and certify as follows:

(a) This agreement is entered into for the express purpose of conducting programs pursuant to provisions of the Comprehensive Employment and Training Act of 1973.

(b) The parties signatory to this agreement, and their addresses are as follows:

County of Sacramento
827 Seventh Street
Sacramento, California 95814

County of Yolo
725 Court Street
Woodland, California 95695

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City of Sacramento
City Hall
Sacramento, California 95814

(c) There are no identifiable governmental units within the geographical jurisdictions of the parties hereto that have informed said parties that they do not desire to have services provided through the consortium.

(d) The geographical area to be served by the consortium shall be all that area within the geographical boundaries of the County of Sacramento and the County of Yolo.

(e) The total population within the jurisdictional areas of the parties hereto is 775,000.

(f) The parties hereto, and by their signatures to this agreement and seals affixed hereto, hereby certify that all parties to this agreement are authorized pursuant to law to provide the services for which this agreement is entered into in all of the geographical area within the jurisdiction of the parties to this agreement.

(g) Attached hereto, and by this reference made a part hereof, are written statements of the chief legal officers of each party to this agreement, setting forth therein the authority of the par to enter into this consortium agreement.

(h) Grant agreements with the Department of Labor shall be signed by the chief elected official or chief executive officer of each party to this agreement.

(i) The parties hereto, and by their signature to this agreement and seals affixed hereto, hereby certify that to the extent consistent with State of California law and local laws and ordinances that they accept responsibility for the operation of the programs instigated pursuant to this agreement.

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15. AUDIT. The auditor-controller of Sacramento County shall either make a contract with certified public accountant or public accountant to make an annual audit of the accounts and records of the Joint Powers Agency. In each case the minimum requirements of the audit shall be those prescribed by State of California Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with the City of Sacramento, County of Yolo, and County of Sacramento. Such report shall be filed within 12 months of the end of the accounting year.

16. BREACH. If default shall be made by any party hereto, in any covenant contained in this agreement, such default shall not excuse said party from fulfilling its obligation under this agreement. The parties hereto declare that this agreement is entered into for the benefit of the Joint Powers Agency and hereby grant to said agency the right to enforce by whatever lawful means the agency deems appropriate of all the obligations of each of the parties hereunder. Each and all of the remedies given to the agency hereunder or by law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the agency to any or all other remedies.

17. SEVERABILITY. Should any part, term, or provision of this agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

18. SUCCESSORS, ASSIGNMENT. This agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other parties hereto.

19. PROCEDURES. The procedures of the County of Sacramento shall be followed in compliance with the requirements of Section 6509 of the Government Code of the State of California.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

COUNTY OF SACRAMENTO

By _____
Chairman of the Board of Supervisors
of the County of Sacramento

(SEAL)

ATTEST: _____
Clerk of the
Board of Supervisors

COUNTY OF YOLO

By _____
Chairman of the Board of Supervisors
of the County of Yolo

(SEAL)

ATTEST: LAURENCE P. HENIGAN, Clerk
Clerk of the
Board of Supervisors

By _____ DEPUTY

CITY OF SACRAMENTO

By _____
Mayor of the City of Sacramento

(SEAL)

ATTEST: _____
City Clerk

RESOLUTION No. 74-118

Adopted by The Sacramento City Council on date of

March 28, 1974

RESOLUTION AUTHORIZING EXECUTION OF JOINT EXERCISE OF POWERS AGREEMENT

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BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Exercise of Powers Agreement between the City of Sacramento, the County of Sacramento and the County of Yolo relating to the creation of a joint powers agency to administer a program under the Comprehensive Employment and Training Act of 1973.

RICHARD H. MARRIOTT
MAYOR

ATTEST:

JACI K. DE FORD
CITY CLERK

CERTIFIED AS TRUE COPY
of Resolution No. 74-118

MAR 29 1974

DATE CERTIFIED

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

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b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

Micro Fiched

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

Micro Fiched

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

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t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

Micro Fiched

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

Micro Fiched

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

Micro Fiched

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO	BOARD OF SUPERVISORS Yolo County Courthouse P.O. Box 1098 Woodland, California 95695
(Legal Name of Applicant)	(Address)

Twyla J. Thompson

(Signature of Authorized Officer)

TWYLA J. THOMPSON, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized Officer)

July 18, 1977

(Date of Application)

Micro Fiched

165

RECEIVED
SEP 30 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 77-166

PROJECT

FILED
SEP 30 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

Sub-Grantee Name East Yolo Community Services District (Project #147)
Address 1951 South River Road
City / Phone: West Sacramento, CA / 371-5132
Program Director

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 49,789.

2. Grant period begins 7-25-77 and ends 7-24-78.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

EAST YOLO COMMUNITY SERVICES DISTRICT
(Legal Name of Sub-Grantee)

Robert O. Brugge
(Signature of Authorized Officer)

ROBERT O. BRUGGE
(Typed Name and Title of Authorized Officer)
General Manager/Secretary
Board of Directors,
East Yolo Community Services District

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

Twyla J. Thompson

TWYLA J. THOMPSON, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____
DEPUTY

SY-52

(SEAL)

RECRUITMENT AND SELECTION SCHEDULE

TITLE VI PROJECTS

YOLO COUNTY

Book 77-106

PROJECT NAME EAST YOLO COMMUNITY SERVICES DISTRICT- DEVELOPMENT OF NEIGHBORHOOD PARKS PROJECT NO. 147

RECRUITMENT WILL START 7-1-77.

SPECIAL AND RECRENT VETERANS (IF ANY) WILL BE REFERRED 7-6-77.

RECRUITMENT WILL BE COMPLETED 7-12-77.

APPLICATIONS WILL BE DELIVERED 7-14-77.

SELECTION AND ENROLLMENT WILL BE MADE 7-22-77.

PROJECT WILL START ON CONTRACT DATE OF 7-25-77.

AGREEMENT NO. 77-166

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended Title VI of CETA by adding Sec. 607, 608, and 609 (Federal Register May 13, 1977 Part IV)

THIS AGREEMENT made and entered into this 25th day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California hereinafter, referred to as PROGRAM AGENT, and the East Yolo Community Services District (Project #147) hereinafter referred to as SUBGRANTEE.

W I T N E S S E T H :

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1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

A. This agreement

B. Signature sheet

C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.

D. Project PROPOSAL Abstract, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and Project Abstract in accordance with the time schedule, budget, number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit

"B" and incorporated herein by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM AGENT monthly and weekly reports or other reports as required in a manner as specified by PROGRAM AGENT.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing July 25, 1977 and terminating on July 24, 1978. Said term of this agreement shall not exceed twelve months.

5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

Micro Fiched

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PROGRAM AGENTS: ---- SUBGRANTEE shall submit a claim to the PROGRAM AGENT.

C. The Auditor of the PROGRAM AGENT shall examine, settle and allow the claim in the manner provide by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the Joint Powers Agency, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as Sacramento-Yolo Employment and Training Agency, a Joint Powers Authority.

E. PROGRAM AGENT reserves the right to withhold payment for cost incurred by SUBGRANTEE when PROGRAM AGENT determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

30 days before the effective date of such termination. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBGRANTEE covered by this Agreement, less payments of compensation previously made. Micro Fiched

7. LAWS: SUBGRANTEE shall comply with all the applicable laws, ordinances, codes of the State of California and local governments. Subgrantee shall comply with terms and conditions of the Comprehensive Employment and Training Act of 1973 as amended, including the Emergency Job Program Extension Act of 1973 and any regulation promulgated thereunder.

8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or commission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide

services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially equivalent job.

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11. GOVERNMENT: It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

12. LEGAL RELATIONSHIP:

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT as to the result to be accomplished by the services herein agreed to be rendered and performed as well as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any

third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said person, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

Micro Fiched

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, unemployment, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

13. PERSONNEL:

A. SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

All Project Personnel hired by SUBGRANTEE shall be eligible EDD certified PSE participants and verification of such eligibility is the responsibility of the SUBGRANTEE. However, such personnel shall not be employees of or have any individual contracted relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

Micro Fiched

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms

of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of the PROGRAM AGENT or any other default, breach or condition precedent, or any other right hereunder.

Micro Fiched

18. SUCCESSORS: This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party has been expressly named herein.

19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the Sacramento-Yolo Employment Training Agency or PROGRAM AGENT. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the state or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR§ 99.99.

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

Subgrant No. _____ Program Agent

TWYLA J. THOMPSON (SEAL)
Signature of Authorized Officer

TWYLA J. THOMPSON
Chairman, Board of Supervisors
Title of Authorized Officer

Date July 15 1977

_____
Legal Name of Subgrantee

Micro Fiched

_____
Signature of Authorized Officer

_____
Title of Authorized Officer

Project #147

EAST YOLO COMMUNITY SERVICE DISTRICT

DEVELOPMENT OF NEIGHBORHOOD PARKS

POSITION/TITLE	WAGES AND BENEFITS
Grounds Maintenance Trainee	$ 9,958
Grounds Maintenance Trainee	9,958
Grounds Maintenance Trainee	9,958
Grounds Maintenance Trainee	9,958
Grounds Maintenance Trainee	9,957 Micro Fiched
Five Positions TOTAL COST	$ 49,789

Contract period 12 months effective 7-25-77 through 7-24-78.

RECEIVED
APR 14 1971

PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

Micro Fiched

YOLO COUNTY

C

Project Name DEVELOPMENT OF NEIGHBORHOOD PARKS

Organizational Name EAST YOLO COMMUNITY SERVICES DISTRICT

Organizational Address 1951 SOUTH RIVER ROAD, WEST SACRAMENTO, CALIF. 95691

Telephone Number 1-916-371-5132

Director's Name Mrs. Patricia Stratfull, President of Board of Directors

Person(s) to Contact Robert O. Brugge, General Manager/Secretary

Authorized Signature Robert O. Brugge

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

YOLO COUNTY

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

Micro Fiched

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: Local Government

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Update the existing parks; do planting and grounds preparation on new park to be built.

b. What are the expected results of this project? Provide parks facilities and greatly needed recreation areas for all segments of this area.

c. What is the Public Service provided by this project? Plant trees, repair grounds, paint backstops, monitor new facilities, help build new parks, upgrade existing facilities.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

This project is a rehabilation of existing parks, grounds and recreation areas and the establishment of new parks. The work involved will consist of watering lawns, seeding, cutting and planting of trees and shrubs. We also have several existing buildings that we want to clean, repair and paint. We have backstops and bleacher seating that needs repair and painting. The new parks to be developed in this time period will have extensive ground preparation, installation of sprinkler systems, drinking water systems, seeding of lawns and planting of shrubs and trees.

Micro Fiched

4. Budget

Total Personnel Costs (A & B) $ 49,788.90
Attach itemized fringe benefits

A. Salaries and Wages $ 44,940.00

B. Fringe Benefits $ 4,848.90

Total funds requested (Equals total personnel costs) $ 49,788.90

Total positions requested 5

Average cost per position requested (total budget divided by number of positions) $ 9,957.78

Complete the following information for each position requested.
Attach job description sheet for each job title listed.*

Job Title	Monthly Salary	Monthly Fringes Dollar Amount	# of Months	Total Cost Per Position
Grounds Maintenance Trainee	$749.00	$ 80.82	12	$ 9,957.78

Duration of Projection

Estimated from July 1, 1977 to July 1, 1978

*Attach additional sheet if necessary.

Micro Fiched

5. Geographic area to be served by the Project: East Yolo Area

6. Certification

a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes /XX/ No / /

b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes /XX/ No / /

c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes /XX/ No / / As temporary employees for one year only.

d. Has a maximum of $10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes /XX/ No / /

e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes / / No /XX

f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes /XX/ No / /

Robert O. Brugge
Authorized Signature
ROBERT O. BRUGGE, GENERAL MANAGER/SECRETARY

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

Until just recently we had C.E.T.A. employees working for us. This month we put our last C.E.T.A. employee on as a regular employee, this being the 2nd C.E.T.A. employee that we have put on permanent status. We feel our training program is quite beneficial, and because of it we have acquired some of our best workers. We think this program is beneficial not only for the employer but for the employee.

Micro Fiched

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

A) Dennis Dolinar, the Districts Parks and Recreation Specialist, has worked for the District since September 1976. Prior to this, Mr. Dolinar has worked with the County of Yolo in various areas of park maintenance and administration. He is currently assigned to supervise the park and recreation department of the District.

B) Joseph Taveira, Field Supervisor, has worked for the District for 13 years and is well versed in all aspects of grounds maintenance, use of light and heavy equipment, and the supervision of personnel.

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9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member	Occupation and Employer
Patricia Stratfull	Housewife
Carl Landerman	Accountant - Southern Pacific Railroad
Gregory Gonot	Private Attorney and Consulting Attorney for Farm Labor Relations Board
George Kristoff	Retired
Laurie Weber	Restaurant Manager - D.O.Mills

Micro Fiched

10. a. Describe the project in detail.
    b. Describe the time frame for completing each phase of the project.
    c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

A) 1. Renovation of an existing park, playfields and buildings.

2. Developing of four new neighborhood parks; preparation of grounds, installing of sprinklers, planting trees, shrubs and grass; painting of buildings; and building of playground equipment.

B) All of these projects are spread over a 12 month period with utilization of the 5 Grounds Maintenance Trainees under the direct supervision of our Park and Recreation Specialist, Dennis Dolinar.

C) 1. Mr. Dennis Dolinar, Parks and Recreation Specialist, will be in charge of supervision of all park employees and will schedule all work to be performed by same.

2. Mr. Joseph Taveira, Field Supervisor

Micro Fiched

11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

A) This project fulfills the need for recreation and open space areas for all of the people of East Yolo. Part of our program is to provide facilities for the elderly by providing a building and staff to have regular three-times-a-week activities. Also we have 3 existing parks that provide space for picnics, games and playgrounds for various age groups. The ball parks provide recreation not only for the ball players but also the spectators. The newly developed park facilities will require large amounts of initial first-year-effort. Once the facilities have been established, the public will have several badly needed recreation areas.

B) One of the reasons for establishing the East Yolo Community Services District was to have a local agency to assume the responsibility for the development of public recreation areas. The District recently completed a Master Plan Study that clearly outlined the recreation needs of the people of East Yolo. Other State agencies have recognized East Yolo's need for such facilities and have awarded us grants for park development. The District's Board of Directors and the District's Parks and Recreation Citizens Advisory Committee have gathered citizen input at numerous public meetings and the District is convinced of the need for developing new recreation facilities and improving the few existing recreation facilities.

C) The public has definitely expressed their desire for recreation facilities and the District's Master Plan for Parks and Recreations has placed each of the recreation facilities (developed with the help of the project) in Priority Classification A - the projects that East Yolo most urgently needs.

Micro Fiched

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

4	Professional	10	Skilled
3	Semi-Professional	Ø	Unskilled
5	Clerical	1	Semi-Skilled

TOTAL 23

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The District has a large, well supplied base facility located at 1951 South River Road, West Sacramento, that houses the District's Administrative Offices and Maintenance Division. The recreation facilities that would be developed by this project are scattered throughout East Yolo in the communities of Broderick, Bryte, and West Sacramento. The sites to be developed were selected from the District's Park and Recreation Master Plan. The sites are all either totally undeveloped or very underdeveloped for use as recreation areas.

The District's Maintenance Division is well supplied with the required equipment for the project and it is, therefore, the logical choice for basing the project. Its close proximity to the Administrative Section of the District also is an advantage.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

As previously stated, the need for the development of these recreation facilities is acute and well documented. The District has been awarded or will be awarded various grants that not only pay for the development of park sites but also provide funds for the professional planning of each site. The District currently has two staff members that can supervise the workers hired under this Project and it will have on staff by August a specific park maintenance supervisor that will serve to directly over-see all the work performed upon the sites. He will be required to make sure that the recreation sites are developed according to construction plans. He will also be required to supervise and instruct the workers hired under this project in the proper execution of the large amount of first year work that will have to be done at each recreation site.

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15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II	Jan. 75 to present March 1977	4	$ 51,217.48
III			
VI			
TOTAL		4	$ 51,217.48

Comments:

Micro Fiched

b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Plant Expansion and Outfall Project	Applied For	$6,828,500.00 (Clean Water Grant-Federal & State)	Expand present sewage treatment plant and move present outfall line to conform to State and Federal Regulations.
Arlings Oaks Project	Applied For	$ 360,000.00	Provide sewers for residents of Arlington Oaks Subdivision.
Building Addition Proj.	Applied For	$ 163,915.00	Provide elevator, restroom facilites and entryways for handicapped persons.
Parks Projects:			
1. 1974 State Bond Act	9/1/77-8/31/78	$ 100,000.00	To develop 2 park sites
2. SB174 Park Program	" " "	$ 187,500.00	" " " " "
3. 1976 State Bond Act	" " "	$ 82,000.00	To develop 1 park site.
TOTAL			

Comments:

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Signature Page

In order for your Project to be funded by the SYETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)

Authorized Signature

DISTRICT GENERAL MANAGER

April 4, 1977

Date

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Form 637
(Rev. Jan. 1970)
Department of the Treasury
Internal Revenue Service

Registration for Tax-Free Transact...
Under Chapter 32 of the Internal Revenue Code

This Application Should Also Be Used by Producers and Importers of Gasoline and Manufacturers of Lubricating Oil

94 70 0079 K

DISTRICT DIRECTOR
INTERNAL REVENUE SERVICE
RECEIVED
DEC 28 1970
CHIEF, AUDIT DIVISION
SAN FRANCISCO, CALIF.

No.

Please Type or Print

Name of individual, corporation, partnership, or association
West Sacramento Sanitary District

Name under which business is operated
Same

Business address (Number and street)
1520 Merkley Avenue (P. O. Box 802)

City, State, and ZIP code
West Sacramento, California 95691

Prepare this application in duplicate with your District Director of Internal Revenue. The original will be validated and returned as your Certificate of Registry. See instructions on the reverse side.

Application is hereby made for a certificate of registry in the name(s) indicated below. The applicant is a political subdivision of Yolo County ~~selling or~~ purchasing equipment - automotive
(Manufacturer, producer, importer, wholesaler, jobber, retailer, or other) (Type of product)
and affirms that the use of the articles purchased or sold tax-free is to be for the exempt purposes specified in the applicable provisions of the law and regulations and understands that the misuse of this certificate will lead to its revocation and/or the penalties provided by law.

I declare under the penalties of perjury that this application has been examined by me and to the best of my knowledge and belief is a true, correct, and complete application.

Signature [signature] Title Secretary-Manager Date 12/22/70

District Director's Validation

A certificate of registry for the above-named applicant is approved and issued under the number indicated above.

R. E. Harless
District Director of Internal Revenue

By [signature] Date Dec. 28, 1970

OLD NUMBER BEFORE ORGANIZATION CHANGE. NEW NUMBER BEING APPLIED FOR

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INTERNAL REVENUE SERVICE
450 GOLDEN GATE AVE.
SAN FRANCISCO, CALIF. 94102

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Instructions—(Continued)

8. Producers or importers of gasoline and manufacturers of lubricating oil.—Every producer or importer of gasoline and every manufacturer of lubricating oil subject to tax under section 4081 or section 4091 must make application for registry on Form 637 as required by section 4101.

The application must contain in addition to the information required on Form 637 the following information:

a. A statement as to whether the applicant is a refiner, compounder, blender, or actual producer of gasoline, whether he is an importer of gasoline, whether he is a dealer selling exclusively to producers of gasoline, whether he is a wholesale distributor of gasoline, and whether he is a manufacturer of lubricating oil,

b. A description of the equipment and facilities maintained for the production of gasoline or lubricating oil,

c. A description of the equipment and methods actually employed in such production,

d. The ingredients or materials utilized,

e. In the case of a refiner, compounder, blender, or actual producer of gasoline, the percentage which his sales, if any, of gasoline produced by him is expected to bear to his total sales of gasoline,

f. In the case of a wholesale distributor of gasoline, a description of the storage facilities maintained by the distributor, and the percentage which his bulk sales of gasoline is expected to bear to his total sales of gasoline, and

g. In the case of a manufacturer of lubricating oil, the percentage which his sales of lubricating oil produced by him is expected to bear to his total sales of lubricating oil.

9. Definitions.—

a. *Articles.*—All references to "articles" are to those taxable under chapter 32 of the Code unless otherwise indicated.

b. *Manufacturer.*—This term includes a producer or importer of an article, but not an importer of lubricating oil.

c. *Export.*—Includes shipment to a possession of the United States.

d. *Supplies for vessels or aircraft*—means fuel supplies, ships' stores, sea stores, or legitimate equipment on vessels of war of the United States or of any foreign nation; vessels employed in the fisheries or in the whaling business; or vessels actually engaged in foreign trade or trade between the Atlantic and Pacific ports of the United States or between the United States and any of its possessions. The term "vessels" includes civil aircraft employed in foreign trade or trade between the United States and any of its possessions, and the term "vessels of war of the United States or of any foreign nation" includes aircraft owned by the United States or by any foreign nation and constituting a part of the armed forces thereof. In the case of civil aircraft registered in a foreign country, such foreign country must allow a substantially similar exemption for civil aircraft registered in the United States.

e. *Nonprofit educational organization.*—This term means an organization exempt from income tax under section 501(a) of the Code, whose primary function is the presentation of formal instruction, and which normally maintains a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on. The term also includes a school operated as an activity of a church or other organization described in section 501(c)(3) of the Code which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on.

f. *Use in further manufacture.*—An article shall be treated as sold for use in further manufacture if:

(1) such article (other than an article referred to in (2) following) is sold for use by the purchaser as material in the manufacture or production of, or as a component part of, another article taxable under chapter 32 to be manufactured or produced by him, or

(2) in the case of a part or accessory taxable under section 4061(b), such article is sold for use by the purchaser as material in the manufacture or production of, or as a component part of, another article (taxable or nontaxable) to be manufactured or produced by him.

10. Use of registry.—The use of the registry number and the evidence and records required to substantiate tax-free sales and purchases shall be in accordance with applicable regulations.

U.S. GOVERNMENT PRINTING OFFICE 1970—O-350-530

695-395

Form **637**
(Rev. Jan. 1970)
Department of the Treasury
Internal Revenue Service

Registration for Tax-Free Transactions Under Chapter 32 of the Internal Revenue Code

This Application Should Also Be Used by Producers and Importers of Gasoline and Manufacturers of Lubricating Oil

No.

Please Type or Print

Name of individual, corporation, partnership, or association
East Yolo Community Services District

Name under which business is operated
East Yolo Community Services District

Business address (number and street)
1951 South River Road, P.O. Box 802

City, State, and ZIP code
West Sacramento, CA 95691

File this application in duplicate with your District Director of Internal Revenue. The original will be validated and returned as your Certificate of Registry. See the instructions on the reverse side.

Application is hereby made for a certificate of registry in the name(s) indicated below. The applicant is a Political subdivision of Yolo County selling or purchasing Equipment-Automotive

(Manufacturer, producer, importer, wholesaler, jobber, retailer, or other) (Kind of product)

and affirms that the use of the articles purchased or sold tax-free is to be for the exempt purposes specified in the applicable provisions of the law and regulations and understands that the misuse of this certificate will lead to its revocation and/or the penalties provided by law.

I declare under the penalties of perjury that this application has been examined by me and to the best of my knowledge and belief is a true, correct, and complete application.

Signature Robert K. Bugge Title General Manager Date April 29, 1977

District Director's Validation

A certificate of registry for the above named applicant is approved and issued under the number indicated above.

By Date

District Director of Internal Revenue

[illegible]
COCHRAN ST.
WOODLAND, CA
95695

MARCH FONG EU
SECRETARY OF STATE

Office of the
Secretary of State
SACRAMENTO

CERTIFICATE OF FILING

I, MARCH FONG EU, Secretary of State of the State of California, hereby certify:

That on the 10th day of August, 1976, in accordance with Section 56452 of the Government Code, there was filed in this office a Certificate of Completion on behalf of

EAST YOLO COMMUNITY SERVICES DISTRICT, WEST SACRAMENTO SANITARY DISTRICT and COUNTY SERVICE AREA NO. 5 (Yolo County)

That said Certificate of Completion was executed by Barbara A. Rodgers, Deputy

That said Certificate of Completion referred to Reorganization which establishes the East Yolo Community Services District and dissolves the West Sacramento Sanitary District and County Service Area No. 5, Res. 76-75

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this 10th day of August, 1976.

MARCH FONG EU
Secretary of State

By [signature]
Deputy Secretary of State

SEC/STATE FORM CF-107 (REV. 1-73)

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COPY

CERTIFICATE OF COMPLETION

THE UNDERSIGNED, as Clerk of the Board of Supervisors of the County of Yolo, State of California, hereby certifies that on July 6, 1976, said Board of Supervisors adopted a Resolution Confirming the Order of Reorganization after confirmation by the voters, a certified copy of said resolution is attached hereto marked Exhibit "1" and is hereby incorporated by reference as if set forth at length herein. Reference is hereby made to said resolution for the information required by Government Code § 56451.

Dated: August 4, 1976.

LAURENCE P. HENIGAN, COUNTY CLERK,
ex officio Clerk of the Board of
Supervisors, County of Yolo

BY BARBARA A. RODGERS

(SEAL)

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BOOK 1206 PAGE 525

JUL - 6 1976
LAURENCE P. [illegible], Clerk
By [illegible] Deputy

RESOLUTION NO. 76- 75

(Resolution Confirming Order of Reorganization)

WHEREAS, a Resolution of Application for Reorganization consisting of the dissolution of the West Sacramento Sanitary District, and County Service Area No. 5, and the formation of the East Yolo Community Services District was adopted by this Board on December 1, 1975, requesting initiation of proceedings for the accomplishment of said reorganization, and said resolution was filed with the Yolo County Local Agency Formation Commission; and

WHEREAS, on February 23, 1976, there was filed with the Clerk of the Board of Supervisors, County of Yolo, State of California, a resolution making determination of the Yolo County Local Agency Formation Commission directing this Board to initiate proceedings for reorganization of territory as described above; and

WHEREAS, on February 23, 1976, this Board adopted its Resolution Initiating Proceedings for District Reorganization and ordered a hearing to be held on said resolution, and said hearing was held; and

WHEREAS, on March 16, 1976, this Board adopted its Resolution Ordering a Reorganization of Territory as described above, subject to voter confirmation; and

WHEREAS, on June 8, 1976, said reorganization was confirmed by a vote of the people held in the entire territory to be reorganized; and

WHEREAS, each and all the foregoing proceedings were held and conducted in a manner provided by law.

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND BY THE Board of Supervisors of the County of Yolo as follows:

1. Each and every recital set forth hereinabove is hereby

"Exhibit E"

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found to be true and correct.

2. Said reorganization, consisting of the dissolution of the West Sacramento Sanitary District, the dissolution of County Service Area No. 5, the creation of the East Yolo Community Services District, and the creation of the zone contained within said services district, all as ordered by this Board on March 16, 1976, and favored by a majority of the votes cast thereon on June 8, 1976, is hereby ordered and confirmed.

3. The nature of each proposed change of reorganization and the name or names of all districts for which any such change of organization was ordered are as follows:

a. Dissolution of West Sacramento Sanitary District;

b. Dissolution of County Service Area No. 5; and

c. Formation of East Yolo Community Services District.

4. The name of the County within which each of said districts is located is the County of Yolo.

5. The boundaries of the new district ordered to be formed (East Yolo Community Services District) and confirmed by a vote of the people, is provided in Exhibit "A", which is attached hereto and incorporated herein by reference as if set forth in full herein.

6. The boundaries of the zone contained within said East Yolo Community Services District, ordered to be formed and confirmed by a vote of the people, is provided in Exhibit "B", which is attached hereto and incorporated herein by reference as if set forth in full herein.

7. Said reorganization was ordered subject to the following terms and conditions which are hereby ordered effective upon the effective date of the reorganization:

a. The purposes for which said East Yolo Community Services District is to be formed are as follows:

(1) To supply the inhabitants of the District

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with water for domestic use, irrigation, sanitation, industrial use, fire protection and recreation;

(2) The collection, treatment or disposal of sewage, waste and storm water of the District and its inhabitants;

(3) The collection or disposal of garbage and refuse matter;

(4) Public recreation by means of parks, including but not limited to aquatic parks, and recreation harbors, playgrounds, golf courses, swimming pools or recreation buildings.

b. The East Yolo Community Services District shall have all powers provided by Chapter 2 of Part 1 of Division 3 of Title 6 of the California Government Code (commencing with § 61610) which enable said District to carry out the purposes for which it is formed, or which are subsequently added to said District pursuant to law.

c. The reorganization was conditioned upon voter approval of an annual tax rate not to exceed One Dollar ($1.00) per ONE HUNDRED ($100.00) DOLLARS of assessed valuation of all taxable property within the East Yolo Community Services District or zone contained therein.

d. The West Sacramento Sanitary District and County Service Area No. 5 shall be dissolved upon the formation of the East Yolo Community Services District.

(1) Upon reorganization, the East Yolo Community Services District shall assume the responsibility of providing sanitation and public recreation services, and the collection or disposal of garbage and refuse matter without interruption in such services to the inhabitants and landowners now being served by the West Sacramento Sanitary District and the County Service Area No. 5, within the boundaries of the East Yolo Community Services District.

/ / /

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BOOK 1206 PAGE 525

(2) At the time of reorganization, and subject to subsequent modification by the Board of Directors of the East Yolo Community Services District, the fees and service charges of the West Sacramento Sanitary District in effect at the time of reorganization shall continue in effect.

(3) At the time of reorganization, and subject to subsequent modification by the Board of Directors of the East Yolo Community Services District, the sanitation and garbage collection services shall be provided according to the operating rules and regulations of the West Sacramento Sanitary District in effect at the time of reorganization.

(4) Upon reorganization, the present employees of the West Sacramento Sanitary District and the County Service Area No. 5 shall become employees of the East Yolo Community Services District in their respective capacities without interruption in service or reduction in compensation, seniority, retirement benefits, and any other benefits provided by said districts, subject to the personnel rules and regulations of the East Yolo Community Services District.

(5) At the time of reorganization, and subject to subsequent modification by the Board of Directors, the personnel of the currently existing West Sacramento Sanitary District shall be governed by the personnel rules and regulations of said dissolving district in effect at the time of reorganization, to the extent they are applicable.

e. All of the respective assets of the West Sacramento Sanitary District and County Service Area No. 5, shall be transferred and assigned to said Community Services District upon its formation, and all the respective debts and other liabilities of the West Sacramento Sanitary District and County Service Area No. 5 shall be assumed by said East Yolo Community Services District.

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BOOK 1206 PAGE 529

(1) All of the duties, responsibilities, rights and benefits accruing to either the West Sacramento Sanitary District or the County Service Area No. 5 pursuant to the terms and conditions of any existing contracts, including, but not limited to the contract by and between the West Sacramento Sanitary District and the East Yolo Waste Disposal Company shall accrue to the East Yolo Community Services District as successor in interest to each of said Districts upon the effective date of the reorganization provided for herein.

(2) All taxes which will have accrued upon reorganization or would normally accrue in the future to the present West Sacramento Sanitary District and County Service Area No. 5, shall be apportioned and transferred to the East Yolo Community Services District formed to succeed them.

f. The effective date of the reorganization provided for herein shall be September 2, 1976.

g. Upon reorganization, and subject to routine budget transfers, all monies budgeted for the West Sacramento Sanitary District shall be used for the purposes provided in said budget; and all monies budgeted for the County Service Area No. 5, shall be used for the purposes provided in said budget; provided, however, that in the event there should be any monies in a general reserve fund, such general reserve fund or funds may be used by said community services district for any purpose of said district.

h. Upon reorganization, and pursuant to Government Code § 61700, et seq, there shall be established a zone within said East Yolo Community Services District, which zone shall be comprised of the territory now constituting the West Sacramento Sanitary District, more particularly described in Exhibit "B" which is attached hereto and incorporated herein by reference.

(1) Said zone shall be created for the purpose

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BOOK 1216 PAGE 530

of fixing and collecting special rates or charges and taxes, or levying special taxes, for the construction, maintenance, and operation of improvements and the furnishing of sanitation services for the area now comprising West Sacramento Sanitary District; provided, however, the total maximum annual property tax rate within said zone or any zone hereafter created, shall not exceed the overall East Yolo Community Services District maximum annual property tax rate set forth in paragraph 7.c. above. Said services shall generally be of the same nature and extent as those services now being provided by said West Sacramento Sanitary District.

(2) Said zone is required to provide sanitary services to the area now constituting the West Sacramento Sanitary District, and said services will not be of a districtwide benefit because the remaining territory of the community services district has no need of the sanitary services currently being provided by the West Sacramento Sanitary District.

i. The East Yolo Community Services District shall have a board of five (5) directors, all of whom shall be elected at large at the reorganization election. The directors elected at the formation election shall hold office until noon on the last Friday in November of 1979. At the General District Election to be held in November of 1979, all five director positions shall be on the ballot for election. The five directors elected at the 1979 election shall meet as soon as practicable after taking office and classify themselves by lot into two classes, with three directors in one class and two directors in the other. The term of the class of three directors or their successors commencing at noon of the last Friday of November, 1979, shall be for four (4) years. The term of the class of two directors or their successors commencing at noon on the last Friday of November, 1979, shall be for two (2) years. The terms of all

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directors elected to subsequent terms shall be for four (4) years.

8. The Clerk of this Board is hereby directed to prepare and execute a Certificate of Completion, and to cause said certificate to be filed with the Secretary of State. Said Clerk is further directed, upon receipt by the Secretary of State, to record with the Yolo County Recorder the counterpart original of the Clerk's Certificate of Completion, and the original or a counterpart original of the Secretary of State's Certificate of Filing.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 6th day of July, 1976, by the following vote:

AYES: Duncan, Thompson, Edmonds, Marchand, Barton

NOES: None.

ABSENT: None.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

BOOK 1206 PAGE 532

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Beginning at the Northeast corner of Section 36, Township 9 North, Range 3 East, M.D.B.&M.: Thence North 1/2 mile along the West line of Section 30, T. 9 N., R. 4 E., to the West 1/4 corner of said Section 30: thence East 1/2 mile to the center of said Section 30: thence North 1/5 mile more or less to the North line of S.L.S. No. 970, said point being on the centerline of Tule Lake Road more or less: thence Northeasterly along the North line of said S.L.S. 970, to the Westerly bank of the Sacramento River: thence Easterly and Southerly down and along said River to the South line of Swamp Land Survey No. 415: thence Northwesterly along said South line of said survey, to the Southwest corner thereof: Thence Northeasterly along the West line of said last named survey to a point where it is intersected by the Quarter Section line running East and West through Section 30, T. 8 N., R. 4 E.: thence West about 3/4 mile to the East 1/4 corner of Section 25, T. 8 N., R. 3 E.: thence North 5 1/2 miles more or less, to the Northeast corner of Section 36 T. 9 N., R. 3 E., said corner being the point of beginning of this description.

Excepting therefrom that portion lying Westerly of the East Right of Way line of the East levee of the Yolo Bypass;

BOOK 1216 PAGE 533

EXHIBIT "A"

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PARCEL NO. 1

Beginning at the Southwest corner of Lot 29, City Farms Subdivision as same as appears in Map Book 2, Page 84, Yolo County Records, said point being on the Centerline of the Main Drainage Canal of Reclamation District No. 900; thence North 89°42'12" East along the South line of Lots 29 and 42 of said Subdivision 412.50 feet; thence South 00°17'48" East along the West line of Lot 51 of said Subdivision 264.00 feet; thence North 89°42'12" East along the South line of said Lot 51, 412.50 feet to the Centerline of Eddy Avenue as shown on said Subdivision; thence South 00°17'48" East along said Centerline of Eddy Avenue 1515.31 feet to the intersection with the Centerline of Allan Avenue as same as appears of record on the Map of Jefferson Subdivision filed in Map Book 2, Page 85, Yolo County Records; thence North North 35°55'23" East along said Centerline of Allan Avenue 1787.73 feet to the most Westerly corner of Lot 84 of said Jefferson Subdivision; thence South 54°04'37" East along the Southwesterly line of said Lot 84 and Lot 133 of said Subdivision 660.00 feet to the most Southerly corner of Lot 133, said point being on the Northwesterly line of Jefferson Boulevard as shown on said map; thence North 35°55'23" East along said Northwesterly line 938.05 feet to the most Easterly corner of Lot 139 of said Jefferson Subdivision, said point being on the Centerline of Blacker Road as shown on said Map; thence North 54°04'37" West along said Centerline of Blacker Road 330.00 feet to the most Northerly corner of said Lot 139; thence South 35°55'23" West along the Northwesterly line of said Lot 139, 278.37 feet to the most Westerly corner of said lot being on the Centerline of Morton Road as shown on said Map; thence South 89°42'12" West along said Centerline of Morton Road 613.61 feet to the Southeasterly corner of Lot 27 of said Jefferson Subdivision; thence North 35°55'23" East along the Southeasterly line of said lot 230.94 feet to the most Easterly corner of said lot; thence North 54°04'37" West along the Northeasterly line of said lot 165.00 feet to the most Northerly corner of Lot 27 being also on the common boundary line between said Jefferson Subdivision and City Farms Subdivision; thence along said boundary line the following three (3) courses: (1) North 35°55'23" East 152.00 feet (2) North 00°17'48" West 32.11 feet and (3) North 89°42'12" East 57.33 feet to the Southeast corner of Lot 149 of said City Farms Subdivision; thence North 00°17'48" West parallel with the Centerline of

EXHIBIT "B"

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Parcel No. 1, continued

Hart Avenue as shown on said Map 1900.00 feet to the Southwest corner of Lot 167 of said City Farms Subdivision; thence North 89°42'12" East along the South line of said lot, 412.50 feet to the Southeast corner of said lot being on the Centerline of said Hart Avenue; thence South 00°17'48" East along said Centerline 105.60 feet to the Southwest corner of Lot 193 of said City Farms Subdivision; thence North 89°42'12" East along the South line of said lot, 412.50 feet to the Northwest corner of Lot 204 of said Subdivision; thence South 00°17'48" East along the West line of said lot, 105.60 feet to the Southwest corner of said lot being on the Centerline of Higgins Road as shown on said Map; thence North 89°42'12" East along said Centerline 794.81 feet to the West line of Swamp Land Survey No. 2261, Yolo County Surveys as same appears on that certain Map filed in Maps and Surveys Book 9, Page 125 Yolo County Records; thence North 02°05'18" West along said West line of said Swamp Land Survey 1111.78 feet; thence leaving said line North 89°42'12" East parallel to the centerline of the Main Drainage Canal of Reclamation District No. 900, 1784.51 feet to the Southeasterly line of said Jefferson Boulevard; thence North 35°55'23" East along said line 1240.28 feet to said Centerline of the Main Drainage Canal of Reclamation District No. 900; thence along said Centerline South 89°42'12" West 6164.52 feet and South 00°17'48" West 4224.00 feet to the point of beginning, containing 364.083 acres, more or less, of land.

BOOK 1206 PAGE 535

EXHIBIT "B" Continued

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PARCEL NO. 2

All those portions of Section 5, 6, and 7, Township 8 North, Range 4 East, Mount Diablo Meridian, described as follows:

Beginning at the Southwest corner of Lot "S" as said lot is shown on the official map of "Clide's West Sacramento Subdivision", recorded in the Office of the Recorder of Yolo County, in Book 3 of Maps, Map No. 29; thence, from said point of beginning, along the south line of said Lot "S" North 89°42'22" East 668.05 feet to the intersection of said south line with the northerly line of the Sacramento - Yolo Port District Property as described in deed from SAN FRANCISCO and FRESNO LAND COMPANY to SACRAMENTO - YOLO PORT DISTRICT, recorded in Volume 311, Official Records, at Page 265 in the Office of the County Recorder of Yolo County; thence along said northerly line and along the arc of a non-tangent curve to the right, having a radius of 8525.00 feet, said arc subtended by a chord bearing North 50°36'59" East 3554.23 feet to the TRUE POINT OF BEGINNING; THENCE continuing along the arc of said curve, said arch subtended by a chord bearing North 73°22'50" East 3172.06 feet to the most westerly corner of Parcel No. 2 as described in that certain deed from ALASKA PACKERS ASSOCIATION to SACRAMENTO - YOLO PORT DISTRICT, recorded November 30, 1949, in Volume 311, Official Records, at Page 107 in the Office of the County Recorder of Yolo County; thence following the westerly line of said Parcel No. 2, the following six (6) courses: (1) along the arc of a 50.00 foot radius curve to the left, said arch subtended by a chord bearing North 31°00'16" East 79.96 feet, (2) tangent to said curve, North 22°05'16" West 1198.51 feet, (3) South 89°53'04" West 45.53 feet, (4) North 00°06'56" West 112.85 feet, (5) North 22°05'16" West 419.80 feet, and (6) North 11°20'03" West 2277.47 feet to the most easterly corner of Parcel No. 1, as described in the aforesaid deed recorded in Volume 311, Official Records, at Page 107; thence along the South line of said Parcel No. 1 the following three (3) courses: (1) South 88°28'39" West, 686.87 feet, (2) along the arc of a tangent curve to the left, having a radius of 910.37 feet, said arc subtended by a chord bearing South 77°29'04" West 347.24 feet and (3) tangent to said curve South 66°29'25" West 2040.97 feet; thence along the arc of a tangent curve to the right, having a radius of 2248.87 feet, said arc subtended

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by a chord bearing South 78°05'53" West, 904.99 feet; thence tangent to said curve South 89°42'22" West 695.63 feet; thence along the arc of a tangent curve to the left having a radius of 905.00 feet, said arc subtended by a chord bearing; South 44°39'17" West 1281.01 feet; thence tangent to said curve, South 00°25'47" East, 845.26 feet to a point in the north line of Lot "J" of aforesaid "Glide's West Sacramento Subdivision" distant along said North line, North 89°42'22" East 50.00 feet from the northwest corner of said Lot "J"; thence along said north line, South 89°42'22" West 50.00 feet to said northwest corner; thence along the West line of said Lot "J" as shown on said map of "Glide's West Sacramento Subdivision". South 00°25'26" East 222.10 feet; thence North 89°36'34" East 909.24 feet; thence North 66°29'25" East 3925.00 feet; thence South 23°30'35" East 1778.00 feet; thence South 66°29'25" West 2300.00 feet; thence South 23°30'35" East 836.96 feet to the TRUE POINT OF BEGINNING,

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BOOK 1206 PAGE 537

PARCEL NO. 3

That certain real property in the County of Yolo, State of California, more particularly described as:

Beginning at a point on the East line of Swamp Land Survey 295 Yolo County Surveys that is distant South 00°01'55" West 1121.63 feet from the northeast corner of said Swamp Land Survey, said point of beginning being also distant South 00°01'55" West 1399.23 feet from the Southeast corner of Carly Acres Subdivision, as same appears of record in Book 3 of Maps, Page 33, Yolo County Records, said point being marked by a 1 1/8" iron axle monument; thence South 89°58'10" West along the south line of the James Marschall High School Property 776.98 feet; thence along the west line of said School Property North 00°01'40" East 1400.58 feet to the Centerline of the main drainage canal of Reclamation District 900, being also the south line of said Carly Acres Subdivision; thence along said line North 89°56'40" West 1669.20 feet to the Southerly line of the State of California Freeway Property; thence along said Freeway Property Line the following courses: South 52°59'50" West 217.88 feet; South 16°09'50" West 150.20 feet; thence along a curve to the right having a radius of 314.00 feet, the chord of which bears South 44°53'20" West 302.44 feet; thence South 73°41'30" West 156.44 feet; thence along a curve to the left having a radius of 214.00 feet, the chord of which bears South 36°37'30" West 255.88 feet; thence South 04°33'30" West 128.32 feet; thence South 00°50'30" West 100.00 feet; thence South 87°06'30" West 99.94 feet; thence North 00°08'30" West 705.56 feet; thence North 07°15'10" West 267.66 feet to said Centerline of the Main Drainage Canal; thence leaving said south line of said freeway North 89°56'40" West 1901.23 feet to the southwest corner of said Carly Acres Subdivision being also on the east line of the Sacramento-Yolo Port District Property; thence along said Port District Property Line South 00°24'50" East 317.20 feet, South 89°40' West 151.25 feet and South 50°16'42" East 3340.46 feet to the most westerly corner of that certain 1.354 acre parcel of land described in the deed recorded in Book 765 Official Records, Page 184, Yolo County Records; thence North 39°43'18" East along the Westerly line of said Parcel 341.00 feet to the most northerly corner of said parcel; thence along the northerly line of said parcel South 50°16'42" East 29.17 feet to the east line of Swamp Land Survey 272, Yolo County Surveys; thence South 00°26'East along

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EXHIBIT "B" Cont.

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3, continued

st line 446.16 feet to said Northerly line of the
ramento-Yolo Port District; thence South 90°16'42" East
ong said northerly line 1165.31 feet to the most westerly
corner of Parcel 1, as same appears of record on that certain
record of survey recorded in Maps and Surveys Book 8, Page 9,
Yolo County Records; thence North 39°43'18" East along the
Westerly line of said Parcel 1 and Parcel 4 of said Record
of Survey 720.00 feet to the most northerly corner of said
Parcel 4; thence South 50°16'42" East along said northerly
line 291.78 feet; thence along a curve to the left having a
radius of 500.00 feet, a central angle of 33°27'22", the
chord of which bears South 67°00'23" East 287.82 feet to the
northwest corner of Parcel 3 of said Record of Survey; thence
North 00°01'55" East along the west line of Parcel 5 of said
record of survey 396.96 feet; thence along a curve to the left
having a radius of 383.065 feet, a central angle of 49°04'55",
the chord of which bears North 24°30'31" West 318.20 feet to
the northwesterly corner of said Parcel 5; thence
North 89°50'30" East along the north line of said Parcel 5
467.17 feet to the northeast corner of said Parcel;
thence South 00°01'55" West along the east line of said
Parcels 5, 3, and Parcel 2 of said record of survey, being
the Centerline of Cebrian Street, 1670.09 feet to the north
line of Stone Boulevard, being the north line of Sacramento-
Yolo Port District Property; thence North 89°50'30" East
along said North line 330.00 feet to the centerline of the
main drainage canal of Reclamation District 900; thence
North 00°01'55" East along said Centerline 2723.56 feet
to the point of beginning, containing 243.35 acres of land.

EXHIBIT "B" Cont.

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PARCEL NO. 4

Beginning at the Northwest corner of Swamp Land Survey No. 261 and extending thence South 89°39'20" West along the South line of West Sacramento City-Unit No. One Subdivision as said Subdivision appears of record in the Office of the Recorder of Yolo County, California, in Map Book 3 at Pages 8 to 14 inclusive, for a distance of 53.54 feet to the Southwest corner thereof; thence on and along same course South 89°39'20" West a total distance of 107.33 feet to the point of intersection with the centerline of the 125 feet wide reservation for the Main Drainage Canal through Reclamation District No. 900, THE TRUE POINT OF BEGINNING; THENCE North 00°01' East up and along the said centerline of said last mentioned reservation a distance of 4,260 feet more or less to the point of intersection with the Southeast corner of Carly Acres Subdivision as said Subdivision appears of record in the Office of the Recorder of Yolo County, California, in Map Book 3 at Page 33; thence North 89°56'40" West along the South line of said Carly Acres Subdivision to an iron pipe marking the Southwest corner thereof, which said pipe is situate North 00°24'50" West, 317.2 feet from an iron monument marking the Southwest corner of Swamp Land Survey No. 247; thence on and along the Westerly projection of said South line of said Carly Acres Subdivision, North 89°56'40" West, a distance of 950 feet more or less to the point of intersection with the Northerly shore line of Lake Washington; thence Westerly along the meanderings of the shore line of Lake Washington to the intersection with the centerline of the reservation for drainage purposes that has a width of 110 feet; thence Northwesterly along the centerline of said last mentioned reservation for drainage purposes to the intersection with the centerline of the right of way for the Northerly levee of Reclamation District No. 900; thence Northeasterly along the said centerline of the right of way for the said Northerly levee of said Reclamation District No. 900 to the intersection with the Southerly line of the right of way of the Southern Pacific Railroad Company; thence in a Northeasterly direction along the said Southerly line of the said right of way of said Southern Pacific Railroad Company to the intersection with the Southerly right of way line of Sacramento Northern Railway Company; thence in a Southeasterly direction along the said Southerly line of said right of way line of said Sacramento Northern Railway Company to the

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EXHIBIT "B" Cont.

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point of intersection with the right or Westerly bank of the Sacramento River at the Westerly approach to the California State Highway, Tower Bridge; thence in a Southerly direction following the meanderings of the said West bank line of the said Sacramento River a distance of 8,150 feet more or less to the point of intersection with an occupied property line marking to the boundary line between Tracts 2D042 and 2D030 as said tracts appear on the "Map of the Fourth Assessment of Reclamation District No. 900, 1921"; thence North 85°54'30" West along the boundary line between said last mentioned Tracts a distance of 2,124.65 feet more or less to an iron monument marking the Southwesterly corner of said Tract No. 2D042; thence North 02°30' East along the Westerly boundary of said Tract No. 2D042 a distance of 415.67 feet more or less to the point of intersection with the Easterly rightof way line of the Sacramento Northern Railway Company; thence South 89°01' West 85.7 feet to the Southeast corner of first mentioned "West Sacramento City-Unit One Subdivision"; thence North 89°39'20" West along the South boundary line of said last mentioned subdivision to the East line of Silva's Subdivision recorded in Map Book 4 at Pages 68 and 69 in the Office of said County Recorder; thence South 00°01'55" West along said East line, 300.01 feet to the Southeast corner of said Subdivision; thence South 89°39'20" West along the South line of said Subdivision the extension thereof to the centerline of said Main Drainage Canal through Reclamation District No. 900; thence North 00°01' East, 300.01 feet up and along said centerline to the true point of beginning.

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PARCEL NO. 5

Beginning at a point marking the northeast corner of the certain subdivision known as Arlington Oaks Unit One, the official plat of which is recorded in the office of the Recorder of Yolo County in Book 4 of Maps and Surveys, Page 49, said point being located on the south line of the Sacramento-Yolo Port District Barge Canal, as the same is described in that certain Deed recorded in the office of said Recorder in Book 301 of Official Records, Page 185; thence from said point of beginning Easterly along the south line of said Barge Canal to its intersection with the westerly Right of Way line of the Sacramento Northern Railway; thence South 23°04'40" West along the westerly Right of Way line of said Sacramento Northern Railway to a point marking the southeasterly corner 9.94 acre tract of land described in the Deed recorded in the office of said Recorder in Book 715 of Official Records, Page 291; thence East to a point marking the northwesterly corner of that certain Parcel No. 1, as described in the Deed recorded in the office of said Recorder in Book 935 of Official Records, Page 9; thence East 638.00 feet; thence South 09°22' West 586.63 feet; thence South 66°55'20" East 1408.55 feet; thence South 23°04'40" West 1000.00 feet to a point marking the southeast corner of that certain Parcel No. 2 as described in said Deed recorded in Book 935 of Official Records, Page 9, said point being located in the centerline of Linden Road; thence South 66°55'20" East 664.40 feet along the centerline of said Linden Road to the Northeast corner of that certain Deed recorded in the office of said Recorder in Book 177 of Official Records Page 40, thence South 23°04'40" West 1000.00 feet; thence North 66°55'20" West 435.60 feet; thence South 23°04'40" West 1000.00 feet; thence North 66°55'20" West 1089.00 feet; thence North 23°04'40" East 1000.00 feet; thence North 00°52'00" West 145.20 feet to a point marking the southwesterly corner of Yolo County Swamp Land Survey No. 262; thence North 09°22'00" East 574.69 feet along the westerly line of said Swamp Land Survey No. 262 to the centerline of Linden Road; thence North 66°55'20" West 970.35 feet along the centerline of said Linden Road to the Easterly Right of Way line of the Sacramento Northern Railway; thence northwesterly, to a point marking the most southerly corner of that certain tract of land described in the Quitclaim Deed, recorded in the office of said Recorder in Book 902 of Official Records, Page 635, said corner being located at the intersection of the Westerly Right of Way line

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Parcel No. 5, continued

with the centerline of said Linden Road; thence North 53°46'30" West 1250.48 feet along the centerline of said Linden Road to its intersection with the easterly line of Jefferson Boulevard; thence North 36°13'30" East 250.00 feet along the easterly line of said Jefferson Boulevard; thence South 53°46'30" East 300.00 feet; thence North 36°13'30" East 437.00 feet; thence West 371.98 feet to the easterly line of said Jefferson Boulevard; thence along the easterly line of said Jefferson Boulevard North 36°13'30" East 606.01 feet, and thence northerly, curving to the right on an arc of 3175.19 feet radius, said arc being subtended by a chord bearing North 30°36'01" East 263.20 feet to the northwest corner of that certain 6.146 acre tract of land shown on the Record of Survey as "Parcel A", recorded in the office of said Recorder in Book 8 of Maps and Surveys, at Page 53; thence South 80°29'10" East along the northerly line of said "Parcel A" to a point located South 09°12'50" West 11.00 feet from the southwest of corner of Yolo County Swamp Land Survey No. 275; thence North 09°12'50" East 555.99 feet to a point on the southerly line of the Arlington Oaks Elementary School, as described in the deed recorded in the office of said Recorder in Book 446 of Official Records, Page 527; thence along the southerly, easterly and northerly lines of said Arlington Oaks Elementary School, South 66°55'20" East 472.18 feet, North 23°04'40" East 792.66 feet, North 66°55'20" West 11.06 feet, and thence westerly, curving to the right on an arc of 1272.10 feet radius, said arc being subtended by a chord bearing North 57°54'20" West 398.73 feet to the easterly line of Jefferson Boulevard; thence northwesterly to a point marking the most easterly corner of that certain right of way described in said deed recorded in Book 446 of Official Records, Page 527, said corner being located on the westerly line of said Jefferson Boulevard; thence westerly, curving to the left on an arc of 407.95 feet radius, said arc being subtended by a chord bearing North 64°56'15" West 224.18 feet to the southeast corner of Lot 157, as said Lot is shown on the official plat of Arlington Oaks Unit Two, recorded in the office of said Recorder in Book 4 of Maps and Surveys, Page 57; thence North 09°12'50" East 947.21 feet along the easterly boundary of said Arlington Oaks Unit Two and Arlington Oaks Unit One to the point of beginning.

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EXHIBIT "B" Cont.

PARCEL NO. 6

A parcel of land being a portion of Section 6, Township 8 North, Range 4 East, and Section 31, Township 9 North, Range 4 East, M.D.B.&M., Yolo County, California, more fully described as follows:

BEGINNING at a point on the existing boundary of said District, said point also being the 1/4 corner common to said Sections 6 and 31 as said 1/4 corner is shown on the Record of Survey filed in Book 10 of Maps and Surveys at Page 44, Yolo County Records; THENCE South 00°31'55" East 864.43 feet along said existing boundary to the Northerly line of Lake Washington; thence along said Northerly line the following fifteen (15) courses; (1) South 62°53'45" West 8.80 feet, (2) North 73°57'35" West 302.62 feet, (3) South 85°26'15" West 369.98 feet, (4) South 27°54'47" West 190.13 feet, (5) South 88°40'04" West 129.05 feet, (6) North 63°21'02" West 303.22 feet, (7) North 76°43'25" West 182.90 feet, (8) South 74°40'45" West 151.39 feet, (9) South 40°56'05" West 92.20 feet, (10) North 67°33'26" West 99.54 feet, (11) North 16°28'37" West 148.09 feet, (12) North 06°19'26" West 240.23 feet, (13) North 35°37'20" West 124.56 feet, (14) North 43°46'52" West 99.73 feet, (15) North 55°03'38" West 63.40 feet to a point on the South line of the South Frontage Road of Interstate Route 80; thence South 81°46'10" West 257.38 feet to an angle point in said South line as said angle point is shown on the Record of Survey filed in Book 10 of Maps and Surveys at Page 45; thence South 61°32'20" West 119.40 feet; thence South 15°13'15" West 134.68 feet; thence North 74°46'45" West 90.00 feet; thence North 15°13'15" East 250.32 feet; thence South 76°55'13" West 330.33 feet to the West line of said Section 6; thence North 00°23'57" West 282.33 feet to the Northwest corner of said Section 6; thence North 56°11'03" East along the line shown on the Record of Survey filed in Book 10 of Maps and Surveys at Page 39, Yolo County Records and the Northeasterly prolongation of said line to the Southerly right of way of the Southern Pacific Railroad Company; thence Northeasterly along said right of way to the intersection with the centerline of the right of way for the Northerly levee of Reclamation District No. 900, said intersection point being on said existing boundary; thence Southwesterly 1841.6 feet, more or less, along said centerline to the centerline of the reservation for drainage purposes that has width of 110 feet; thence Southerly along said centerline to the intersection with the Southerly right of way of Interstate Route No. 80; thence leaving said District Boundary Westerly along said Southerly

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right of way to a point on said existing District Boundary; thence along said District Boundary the following seven (7) courses: (1) North 89°33'50" West 439.99 feet to a tangent curve, (2) South 88°03'47" West 376.55 feet along the chord of said curve, concave to the South, with a radius of 1735 feet, (3) South 81°40'13" West 322.11 feet, (4) South 79°03'53" West 451.87 feet, (5) South 10°58'07" East 105.00 feet, (6) South 79°03'53" West 179.08 feet, (7) South 00°31'55" East 68.78 feet to the 1/4 corner common to said Sections 6 and 31, the true point of beginning.

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PARCEL NO. 7

All that real property situated in the County of Yolo, State of California, described as follows:

Beginning at the Northeast corner of Lot "A" of Glide's West Sacramento Subdivision, also known at the Quarter Section corner common to Section 6, Township 8 North, Range 4 East and Section 31, Township 9 North, Range 4 East, M.D.B. & M., as same appears of records on the Record of Survey Map made from Bruce Beeman and located in Swamp Land Survey No. 481, Reclamation District No. 900, which is filed in the Yolo County Recorder's Office in Maps of Surveys Book 7 at page 85, and extending thence from said point of beginning along the west line of Swamp Land Survey No. 481 South 0°27'35" East 864.43 feet to a point on the Northerly bank of Lake Washington; thence along the Northerly bank of Lake Washington the following courses: North 79°40' East 261.00 feet thence North 53°21'40" East 329.62 feet; thence North 58°41'50" East 269.24 feet to a one inch iron pipe monument; thence continuing along said Northerly bank of Lake Washington North 83°12'40" East 211.90 feet; thence North 71°03'10" East 161.24 feet; thence North 56°20' East 151.33 feet; thence North 32°18'10" East 133.46 feet to a one inch iron pipe monument; thence continuing along said Northerly bank of Lake Washington North 46°03'20" West 442.05 feet to a one inch iron pipe monument; thence continuing along said Northerly bank South 88°23'50" East 202.34 feet; thence South 58°16'50" East 128.04 fee thence North 71°33'10" East 275.55 feet; thence North 72°31'10" East 300.20 feet to a one inch iron pipe monument; thence leaving said Northerly bank of said Lake along a property line and a drainage ditch inlet to said Lake Washington North 07°56'40" West 300.05 feet to a point on the Southerly line of West Sacramento Freeway, District 111, Yolo County, Route 6, Section C, Property of the State of California; thence along said Freeway line South 76°53'30" West 15.22 feet; thence continuing along said Freeway line North 80°37'20" West 86.60 feet to a 6 inch concrete monument; thence continuing along said Freeway line along a curve to the left having a radius of 6950 feet and a long chord bearing South 82°24'30" West a distance of 786.57 feet to another 6 inch x 6 inch concrete monument; thence continuing along said Freeway line South 79°12' West 758.51 feet to another 6 inch by 6 inch concrete monument; thence continuing along said Freeway line South 63°41'10" West 216.95 feet to a point on the West line of said Swamp Land Survey No. 481; thence along said

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Parcel No. 7, continued

Swamp Land Survey boundary line South 0°57'35" East 169.43 feet to the point of beginning and including 31.534 acres of land.

EXCEPTING THEREFROM THE FOLLOWING REAL PROPERTY DEEDED TO THE STATE OF CALIFORNIA:

All that portion of the Southeast 1/4 of Section 31, T. 9 N., R. 4 E., M.D.B. & M., described as follows:

BEGINNING at a point on the West line of said Southeast 1/4 from which the Southwest corner of said Southeast 1/4 bears S. 01°00'02" E. 68.78, said point is also distant 241.00 feet Southerly, measured at right angles from the base line at Engineer's Station "C7"23-25.66 of the Department of Public Works' Survey on Road 03-Yol-80 from Post Mile 8.9 to Post Mile 11.4; THENCE from said point of beginning N. 79°03'13" E. 179.34 feet; thence N. 10°51'47" W. 105.00 feet; thence N. 79°03'13" E. 451.87 feet; thence N. 81°45'44" E. 392.11 feet; thence from a tangent that bears N. 81°55'04" E. along a curve to the right with a radius of 1,735 feet, through an angle of 12°26'06", an arc length of 376.55 feet to a point distant 200.35 feet Southerly, measured radially from base line at Engineer's Station "C7"37-32.10; thence S. 85°38'50" E. 439.99 feet to a point on the Westerly line of that certain parcel of land described in deed recorded December 2, 1957, in Book 528 at Page 190, Official Records of Yolo County; thence along said Westerly line N. 14°55'20" W. 186.60 feet to a point in the Southerly line of the existing State Highway; thence along said Southerly line N. 80°40'47" West 39.31 feet; thence from a tangent that bears S. 85°37'11" W. along a curve to the left with a radius of 6,959 feet, through an angle of 06°23'38", an arc length of 785.69 feet; thence S. 79°03'33" W. 758.71 feet; thence S. 63°40'13" W. 216.34 feet to a point on the West line of said Southeast 1/4; thence along said West line S. 01°00'02" E. 100.65 feet to the point of beginning.

Said portion contains 3.79 acres, more or less.

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PARCEL NO. 8

All that certain real property situate in the County of Yolo, State of California, and more particularly described as follows:

Beginning at the S.W. corner of Swamp Land Survey Number 354 of Yolo County Surveys, said point of beginning also being the S. W. corner of the Subdivision of Unit No. 1 of Hoagland's Addition to Broderick as said subdivision appears of record in the Office of the Recorder of Yolo County, California, in Map Book 4 at page 4, and extending thence from said point of beginning N. 10°02' East along the Westerly line of said Swamp Land Survey No. 354 a distance of 571.5 feet more or less to a property corner; thence S. 82° E. along a property line 927.30 feet to a property corner; thence N. 5°50' E. along a property line 155.1 feet to a property corner; thence S. 82° E. along a property line a distance of 1377 feet more or less to the right or Westerly bank of the Sacramento River; thence in a Southerly direction following the meanderings of the said Westerly bank of said Sacramento River a distance of 4700 feet more or less to the point of intersection with the Southerly line of the right of way of the Sacramento Northern Railway Company; thence in a Northwesterly direction along the said Southerly right of way line of said Sacramento Northern Railroad to the point of intersection with the Southerly line of the right of way of the Southern Pacific Railroad; thence in an Easterly direction along the said Southerly line of the said right of way of said Southern Pacific Railroad a distance of 5425.60 feet to the point of intersection with the Easterly line of Swamp Land Survey No. 252; thence up and along the said Easterly line of said Swamp Land Survey No. 252 to the point of beginning.

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PARCEL NO. 9

All that certain real property situate in the County of Yolo, State of California, more particularly described as follows:

BEGINNING at the point of intersection of the East line of the Swamp Land Survey No. 252, as shown on said survey in the Yolo County, California records and the Southerly line of the Southern Pacific Railroad Co. right of way; running thence from said point of beginning Westerly and Southwesterly on and along said right of way line 8500.00 feet, more or less, to the point of intersection thereof with the Southerly production of the Westerly line of the D. W. Hobson Co., Inc. Subdivision, as said Subdivision is designated in the Yolo County, California records and filed in Map Book 2 at page 33 thereof; thence on and along said production N 14°41' E 115.61 feet to the Southwest corner of said D. W. Hobson Co., Inc. Subdivision; thence in a Northerly direction along the Westerly boundary lines of said Subdivision to the Northwesterly corner thereof; thence in an Easterly direction along the Northerly boundary lines of said Subdivision to the Northeasterly corner thereof, said Northeasterly corner being on the Southerly bank of the Sacramento River; thence in an Easterly direction following the meanderings of said Southerly bank of the Sacramento River to the point of intersection thereof with the Easterly line of Swamp Land Survey No. 305 of Yolo County Surveys; thence on and along the Easterly line of said Swamp Land Survey No. 305, said line also being the line common to the Swamp Land Survey Nos. 305 and 653, to the Southeast corner of the Swamp Land Survey No. 305 and the point of intersection thereof with the Northerly line of Swamp Land Survey No. 25 thence in an Easterly direction on and along the courses of the Northerly line of Swamp Land Survey No. 252 to the Northeasterly corner thereof; thence Southerly on and along the Easterly line of said Swamp Land Survey No. 252 to the point of intersection thereof with the Southerly line of the Southern Pacific Railroad Company right of way and point of beginning.

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PARCEL NO. 10

All that certain real property situate in the County of Yolo, State of California, more particularly described as follows:

BEGINNING at the point of intersection of the Southerly bank of the Sacramento River with the Easterly line of Swamp Land Survey No. 305 of Yolo County Surveys; thence following the Southerly bank of the Sacramento River the following courses and distances:

South 87°14' East, 665.72 feet; thence South 81°34' East, 726.00 feet; thence South 72°34' East, 792.00 feet; thence South 67°24' East, 660.00 feet; thence South 61°44' East, 666.60 feet; thence South 27°13'12" East, 776.99 feet; thence leaving said river side of levee, South 49°01'West, 40.00 feet to a point in the centerline of levee; thence following said centerline of levee the following courses and distances: South 26°03' East 223.30 feet; thence South 17°41' West, 46.70 feet; thence South 36°21' West, 98.90 feet; thence South 32°45' West, 123.00 feet; thence South 19°42" West 64.80 feet; thence South 11°54' West, 83.50 feet, to the Northerly line of lands formerly owned by V. S. McClatchy; thence along said line, South 71° 59' West, 969.70 feet; thence along the Westerly line of said McClatchy lands and the Easterly boundary line of the former Herget Ranch (as established by decree quieting title recorded June 10, 1909, Book 73 of Deeds, Page 19, Yolo County Records), South 49°01' West, 849.04 feet plus or minus, to the intersection of the Northerly line of Swamp Land Survey No. 252; thence in a Westerly direction on and along the courses of the Northerly line of Swamp Land Survey No. 252 to the Southeast corner of the Swamp Land Survey No. 305 and the point of intersection thereof with the Northerly line of Swamp Land Survey No. 252; thence continuing along said Easterly line of said Swamp Land Survey No. 305, said line also being the line common to the Swamp Land Survey Nos. 305 and 653 to the point of beginning.

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PARCEL NO. 11

A portion of SLS No. 354, in Township 9 North, Range 4 East, M.D.B.&M., Yolo County California, described as follows:

BEGINNING at a point on the centerline of County Road No. 136-A where same is intersected by the Easterly line of land belonging to G.W. Williams Company (formerly owned by G. Herget) said point being situate North 65°18' West 688.70 feet and North 49°01' East 418.46 feet from a steel pin which marks the Northeast corner of S.L.S. No. 252; thence from said point of beginning along the boundary common to said land of G. W. Williams Company and land of Grantor herein named, North 49°01' East 430.58 feet; thence North 72°03'30" East 403.58 feet to a point from which a 3/4" iron pipe in the center of the levee road bears North 72°03'30" East 568.99 feet; thence leaving said common boundary South 08°03' West 501.99 feet to a point on the centerline of County Road No. 136-A; thence along said centerline North 81°57' West 645.06 feet to the point of beginning, containing 4.50 acres, more or less. Such parcel lies to the north of County Road 136-A and contains 4.50 acres, more or less.

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PARCEL NO. 12

Beginning at a point that is situate North 10°02' East 600.00 feet and South 80°12' East along the North line of Hoaglands Addition to Broderick Unit No. 3, a distance of 195.79 feet from the Southwest corner of S.L.S. No. 35½, to the true point of beginning of this description and extending thence South 80°12' East along the North line of Hoaglands Addition to Broderick Unit No. 3, 426.21 feet; thence North 08°13' East 608.90 feet to a point of intersection with the centerline of County Road No. 136-A; thence 82°00' West along the Centerline of said County Road, 426.05 feet; thence South 08°13' West 595.51 feet to the point of beginning. Such parcel lies to the south of County Road 136-A and contains 5.890 acres, more or less.

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OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
AUG 23 1976
At 0 Min. Past 2 O'Clock P.M.
YOLO COUNTY, CALIFORNIA
Recorder
NO. 12116

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EXHIBIT "B" Cont.

14233

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

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b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

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j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

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s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

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x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9).

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6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filledin other than an entry level position in each job category until applicable personnel procedures and

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collective bargaining agreements have been complied with (Section 205(c)(24).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO	BOARD OF SUPERVISORS Yolo County Courthouse P.O. Box 1098 Woodland, California 95695
(Legal Name of Applicant)	(Address)
TWYLA J. THOMPSON (Seal)	
(Signature of Authorized Officer)	
TWYLA J. THOMPSON, Chairman Board of Supervisors, County of Yolo, State of California	
(Typed Name & Title of Authorized Officer)	July 25, 1977 (Date of Application)

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